

ATTENTION PAMS BIDDERS

This Request for Proposal ("RFP") will culminate in a contract award for the Property Assessment Management System (PAMS) through a waiver of public advertising, pursuant to N.J.S.A. 52:34-8.

As set forth in the proposed schedule below, which the State reserves the right to change, the following process will be followed for this limited competition procurement process:

- (i) Only the 6 bidders that submitted proposals under the previous PAMS process will be forwarded this RFP. However, this is not intended to preclude any bidder from teaming with joint venture partner(s) and/or with subcontractors who did not previously participate in the PAMS process. Neither is this intended to restrict any viable potential bidder that did not receive the RFP from submitting a responsive proposal.
- (ii) From the date of issuance of the RFP until one week prior to the proposal due date, the State will entertain questions (Section 1.3.1) addressed to the RFP. Bidders should examine the RFP closely, since it is being issued "as is" and contains various changes from previous releases. The question and answer period is the only opportunity for bidders to seek clarification of the technical and functional requirements of the RFP, to propose alternatives for the State's consideration, to request changes to the State's terms and conditions, and to articulate assumptions a bidder may be considering in developing its response to the RFP. Bidders are strongly encouraged to take every advantage of the question and answer period, as the time is intended to assist bidders in developing a thorough understanding of all elements of the RFP. The question and answer period is an opportunity for the bidder to avoid the risk of making assumptions not countenanced by the RFP, which might negatively affect the evaluation of a proposal by the State's evaluation committee. Therefore, the question and answer period should so inform the process as to positively influence the submission of proposals that are fully responsive to the technical, functional and legal requirements of the RFP. The State will not limit the number of questions, clarifications, alternatives or assumptions that bidders may pose during the question and answer period. The State will share with all bidders, the questions, clarifications, alternatives and assumptions submitted, without identifying the bidder making the submission.
- (iii) If the State determines to make a change to the RFP as a result of the written question and answer period, such change(s) will be communicated to all bidders via an addendum to the RFP, after which there will be sufficient time for written questions and answers on the addendum.
- (iv) Each bidder who desires to participate in this procurement may submit a proposal that responds to the requirements of the RFP by 4PM on December 15, 2004. The proposal must include the price sheets, documenting the hardware, software and services the bidder will provide in delivering its solution to the State. Each bidder must submit a 15% bid bond with its proposal and include a written statement from a surety attesting that the surety will issue a performance bond to the bidder in the amount of 100% of the Total Bid Price if the bidder is awarded the PAMS contract.
- (v) Proposals must be complete in all respects; bidders are cautioned against submitting a proposal that is not fully developed or responsive to the requirements of the RFP. Bidders are cautioned that they must satisfy each instance where a requirement is preceded by the words "must" or "shall".
- (vi) A bidder raising any issue in its proposal concerning a requirement of the RFP and/or an exception, qualification, assumption or suggestion regarding any of the terms and conditions of the RFP, does so at its own risk, since these items could cause the bidder's proposal to be determined non-responsive or receive a lower technical score. A bidder who determines to include such an item should do so in a single section of its proposal (See Section 4.4.1.9). Bidders should explain why each item was not raised during the written question and answer period. However, the State reserves the right to request that a bidder remove any exception or assumption in its proposal in order to render it acceptable. In any event, this right will not be exercised with respect to any bid proposal that would otherwise be deemed technically non-responsive.
- (vii) In completing the functional requirements grid sheets (Section 4.4.2.19), failure to enter a response "code" for a de minimus number of functional requirements will be construed by the State as an acknowledgement by the bidder that the requirement(s) will be satisfied.
- (viii) An Evaluation Committee comprised of representatives from the Division of Taxation, the Assessors Association, the County Tax Board Association, the Department of Community Affairs, the Office of Information Technology, Treasury and the Purchase Bureau will perform a review of each proposal, documenting deficiencies in meeting the requirements of the RFP. The review may also include contacting references provided by the bidder in response to the minimum experience requirements in Section 3.1.1 of the RFP.

- (ix) The Evaluation Committee will assess the materiality of deficiencies (if any) in each proposal. Proposals with a material deficiency will be considered non-responsive. The basis for such determination will be included in the Evaluation Committee Report, which becomes public at the time the notice of intent to award is sent.
- (x) The State reserves the right to invite some or all bidders to present their proposals to the committee and provide clarifications. In order to more fully evaluate the proposals, the State also reserves the right to contact additional references, perform site visits, request that one or more responsive bidders provide demonstrations, submit to interview(s), provide written clarification to its proposal, participate in meetings, and/or take any other action deemed appropriate to obtain the information needed to make an informed decision.
- (xi) The State reserves the right to negotiate terms and conditions, including price, with any and all bidders. The contents of each bidder's bid proposal, including information exchanged during negotiations, will remain confidential prior to contract award.
- (xii) At the conclusion of negotiations, the committee will score each proposal in accordance with Section 6 of the RFP.
- (xiii) At the conclusion of scoring, the committee will formulate a recommendation for award to that bidder whose proposal will be most advantageous to the State, price and other factors considered.
- (xiv) After the Division of Purchase and Property issues a notice of intent to award a contract, the bid proposals (notwithstanding any statement to the contrary in the bid proposal) information exchanged during presentations/clarifications, documentation from negotiations, and the evaluation committee report, becomes public, subject only to the exceptions from public disclosure set forth in the Open Public Records Act and/or the common law. Information can be viewed by making an appointment with the Purchase Bureau.

Bidders must follow the instructions contained in this notice and the RFP in preparing and submitting their proposal. Bidders are advised to thoroughly read and follow all instructions, including those for recently enacted Executive Order 134 (forms included).

The information requested in proposals (Section 4.0) has been determined to be essential in the proposal evaluation and contract award process. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in the proposal receiving a lower technical score, or, more significantly, being designated non-responsive.

The bidder must include a letter of transmittal with the proposal signed by a duly authorized representative. Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal, including all addenda. Furthermore, signature by the bidder signifies that the request for proposal and the responsive proposal constitutes a contract immediately upon notice of acceptance of the proposal by the State of New Jersey for any or all of the items bid, and for the length of time indicated in the Request for Proposal. Failure to accept the contract within the time period indicated within the Request for Proposal, or failure to hold prices or to meet any other terms and conditions as defined in either the Request for Proposal or the proposal during the terms of the contract, shall constitute a breach and may result in suspension or debarment from further state bidding. A defaulting contractor may also be liable, at the option of the State, for the difference between the contract price and the price bid by an alternate vendor of the goods or services in addition to other remedies available.

Anticipated events/timeline for this procurement are as follows:

	<u>Year</u>	<u>From - To</u>	<u>Duration in Days</u>
Release RFP	2004	11/15	Milestone
Bidders submit written questions		11/15 - 12/08	24
State responds to questions		11/15 - 12/14	30
Bidders prepare proposals		11/15 - 12/14	30
Proposals due		12/15	Milestone
Committee reviews proposals		12/15 - 12/23	09
Schedule bidders for presentations & clarification		12/23	Milestone
Holidays		12/23 - 01/02	12
Bidder demos/clarifications	2005	01/03 - 01/14	12
Schedule negotiations		01/17 - 01/21	05
Conduct negotiations		01/24 - 02/04	12
Committee performs technical scoring of proposals		02/07 - 02/11	05
Prepare committee report/recommendation for award		02/14 - 02/25	12
Waiver - internal approvals		02/28 - 03/18	19
Notice of intent to award issued		03/21	Milestone
Protest period		03/22 - 04/04	14
Contract award/project commencement		05/01	Milestone

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
STATE OF NEW JERSEY
33 W. STATE ST., 9TH FLOOR
PO BOX 230
TRENTON, NEW JERSEY 08625-0230

BID NUMBER: _____

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u> (% of Partnership)	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u> (% of Partnership)	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

		YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____		
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____		
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____		
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____		
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____		

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____		_____ (Signature)
Address: _____	PRINT OR TYPE: _____	_____ (Name)
_____	PRINT OR TYPE: _____	_____ (Title)
FEIN/SSN#: _____	Date: _____	

AFFIRMATIVE ACTION	TERM CONTRACT – ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	BID NUMBER: _____ NAME OF BIDDER: _____ _____

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS, FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

☐ **HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).**

☐ **I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).**

☐ **I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.**

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for", or
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

Item 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

Item 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

Item 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Item 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED	COUNTY	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR		MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees											
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)					15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO			16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR			
14. DATES OF PAYROLL PERIOD USED											

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

FORM AA302

REQUIRED SUBMISSION

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS ***NOTICE OF INTENT TO SUBCONTRACT*** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number: <>	DPP Solicitation Title: <>
Bidder's Name and Address: 	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW-LISTED BOXES:

☐ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION PLAN*** WITH THEIR BID PROPOSALS.

☐ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the ***Subcontractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the ***Plan*** documentation of such efforts in accordance with NJAC 17:13-4 and the ***Notice to All Bidders***.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION

STATE OF NEW JERSEY ● DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)				DPP Solicitation No.: <>	
NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.				DPP Solicitation Title: <>	
BIDDER'S NAME AND ADDRESS: <div style="background-color: yellow; height: 60px; width: 100%;"></div>				• Bidder's Telephone No.: • Bidder's Contact Person:	

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	<u>SMALL BUSINESS CATEGORY</u>				
	<u>I</u>	<u>II</u>	<u>III</u>		

* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

Signature	Title	Date

RECIPROCITY FORM

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form or resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with you bid response proposal.

Name of Locality having preference practices:

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution

☐ Notice to Bidder

☐ Regulations/Laws

☐ Other _____

Name of Firm Submitting this information _____

Please Print

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

**NEW JERSEY DIVISION OF PURCHASE AND PROPERTY
WAIVERED SERVICES CONTRACTS
STANDARD TERMS AND CONDITIONS**

By submitting a proposal in response to the Agency Request for services, the bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, "Standard Terms and Conditions") are part of any contract(s) awarded or order(s) placed as a result of the Agency Request unless specifically and expressly modified by reference in the Agency Request or in writing executed by the Director, Division of Purchase and Property or the designee thereof.

I. DEFINITIONS: As used in these Standard Terms and Conditions the following terms shall have the definitions set forth in this paragraph. These definitions shall also apply to the entire contract unless otherwise defined therein.

"Agency" means the entity on whose behalf the Division of Purchase and Property entered into the Contract. The Agency is the intended beneficiary of the Contract.

"Agency Request" means a request made by an Agency for offers or proposals to provide the sought after goods and/or services as specified herein.

"Bidder" means any person or entity submitting a proposal in response to the Agency Request for the purpose of obtaining a contract to provide the tangible items and/or services specified in the Agency Request.

"Contract" means a mutually binding legal relationship obligating the Contractor to furnish supplies and/or services and the buyer to pay for them, subject to appropriation where the Agency derives its annual budget by means of appropriation from the State Legislature. The Contract consists of these Standard Terms and Conditions, the Agency Request, the proposal submitted by the Contractor, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract and/or its terms cannot be modified or amended by conduct or by course of dealings. Thus, the "contract" does not include the aforementioned actions and such actions, or reliance thereon, afford no rights whatsoever to any party to the Contract. The Contract can only be modified or amended by the Director; using Agencies have no authority to modify or amend the Contract. The State will not be bound by any attempt to modify or amend the Contract without the prior written approval of the Director.

"Contractor" means the person or entity that submits a proposal in response to the Agency Request and to whom (or which) the Contract is awarded.

"Designee" means the representative of a specific public official or Agency, as defined above, duly authorized by same to conduct specific activities and who also has the power to legally bind the official or Agency within the scope of the Contract. Actions taken by an unauthorized designee or which are beyond the scope of the designee's authorization or beyond the scope of the Contract are ultra vires and have no legal or equitable effect.

"Director" means the Director of the New Jersey Division of Purchase and Property or the designee thereof.

"Division" means the New Jersey Division of Purchase and Property.

"Fixed-Price Contract" means a contract that provides for a firm price for the entire term of the Contract (including all extensions), subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

"Project" means the initiative, enterprise, undertaking or services for which the Contractor was contracted.

"Shall" denotes a mandatory condition.

"State" means the State of New Jersey and its agencies.

II. APPLICABILITY AND INCORPORATION OF STANDARD TERMS AND CONDITIONS: These Standard Terms and Conditions will apply to all services contracts made by the Director on behalf of the Agency. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Contractor is specifically instructed otherwise in the Agency Request or in any amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the Agency Request and should be read in conjunction with same unless the Agency Request specifically indicates otherwise.

III. CONTRACTOR'S STATUS AND RESPONSIBILITIES:

A. CONTRACTOR'S STATUS: The Contractor's status shall be that of an independent contractor and not that of an employee of the State.

B. CONTRACTOR'S CERTIFICATION AS TO ITS REPRESENTATIONS: The Contractor certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Contractor agrees that its violation of any statute or regulation related to public contracts and/or its misrepresentation or

concealment of any material fact in the proposal, award or performance of the Contract may be cause for rescission of the contract award. In addition, the Contractor's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Contractor's enforcement of its rights under the Contract including any and all claims at law or equity.

C. **CONTRACTOR'S PERFORMANCE:** The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract. To perform these services, the Contractor shall employ or engage the services of qualified persons and/or entities at its own expense except as otherwise specified in the Contract. The Contractor has an affirmative obligation to promptly notify, in writing, the State of any changes in circumstances which might affect the Contractor's ability to be awarded or to perform its obligations under the Contract.

D. **RESPONSIBILITIES OF CONTRACTOR:**

1) The Contractor is responsible for the quality, technical accuracy and timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. If circumstances beyond the control of the Contractor result in a late delivery, it is the responsibility and obligation of the Contractor to make the details known immediately to the Division and Agency.

2) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

3) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

4) Should the Contractor hire, employ or otherwise engage subcontractors, the Contractor shall be considered the prime Contractor and the sole point of contact with regard to contractual matters. The Contractor assumes sole and full responsibility for the complete performance contemplated by the Contract including the performance of all subcontractors.

5) When the Contractor intends to subcontract for any work under the Contract, the subcontractor must be approved by the Director in writing. It is understood, however, that consent of the Director for the subcontracting of any work under the Contract in no way relieves the Contractor from its full obligations under the Contract. The Contractor shall at all times give due attention to the fulfillment of the Contract and shall keep the work under its control. Consent to the subcontracting of any part of the work by the Director in writing shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the subcontractor. The Contractor, shall be responsible for all work performed by the subcontractor, which shall conform to the provisions of the Contract and all requirements of law. The failure of any subcontractor to adhere to the terms of the Contract or requirements of law may, in the Director's discretion, be cause for rescission of the contract award.

6) All payments for services under the Contract will be made only to the Contractor. The Contractor assumes and full responsibility for any payments due to its subcontractors under the Contract.

7) Nothing herein or in the Contract shall be construed as creating a contractual relationship between any subcontractor and the State and/or the Agency.

8) The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the State or Agency may have against the Contractor.

E. **INVESTIGATION:** By submitting a proposal in response to the Agency Request, the bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.

F. **PRICE FLUCTUATION DURING CONTRACT:** Unless otherwise set forth in a writing by the Director, or the Director's designee, all prices quoted shall be firm and not be subject to increase during the duration of the Contract. However, in the event of a manufacturer's price or contractor's cost decrease during the Contract period, the State shall receive the full benefit of such price/cost reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report and/or pass on price reductions may result in the rescission of the contract award for cause.

G. **COST LIABILITY:** The State assumes no responsibility and no liability for costs incurred by the bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.

H. **INDEMNITY/LIABILITY TO THIRD PARTIES: Superseded by section 5.25 of this RFP**

1) The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

3) The Contractor further agrees that:

a) any approval by the State or Agency of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract;

b) the State and Agency assume no obligation to indemnify or save harmless the Contractor, its agents, servants, employees or subcontractors for any claim which may arise out of its performance of the Contract; and

c) the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State or Agency from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

I. **INSURANCE:** The Contractor shall procure and maintain at its own expense, until at least two years after the completion of all work performed under the Contract, extensions and/or modifications thereto, liability insurance for damages imposed by law and assumed under the Contract, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. By submitting a proposal in response to the Agency Request, the Contractor expressly agrees that any insurance protection required herein or by the Contract shall in no way limit the Contractor's obligations assumed in the Contract and shall not be construed to relieve the Contractor from liability in excess of such coverage nor shall it preclude the State from taking such other actions as are available to it under other provisions of the Contract or otherwise in law or equity.

1) The required types and minimum amount of insurance are as follows:

a) Comprehensive General Liability Insurance: Comprehensive General Liability Insurance policy shall name the State and/or Agency, their officers and employees as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed comprehensive general liability policy and shall include contractual liability coverage. The minimum limits of liability for this insurance shall be as follows:

Bodily Injury Liability:
Each Person: \$1,000,000
Each Occurrence: \$5,000,000

Property Damage Liability:
Each Person: \$1,000,000
Each Occurrence: \$5,000,000

b) Comprehensive Automobile Liability Insurance: The Comprehensive Automobile Liability Insurance policy shall name the State and/or Agency, their officers and employees as additional insureds. The Comprehensive Automobile Liability policy shall cover owned, non-owned, leased, rented and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability:
Each Person: \$ 1,000,000
Each Occurrence: \$3,000,000

c) Workers' Compensation and Employers' Liability: Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an

endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction.
Employers' Liability Insurance shall be provided with a limit of liability of not less than

Bodily Injury: \$1,000,000
Each Occurrence: \$1,000,000
Disease (each employee): \$1,000,000
Disease (aggregate limit): \$1,000,000

d) Professional Liability Insurance: When it is common to the Contractor's profession to do so, the Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

2) The Contractor shall, prior to commencement of the work required under the Contract, provide the Director with a valid original Certificates of Insurance (and a copy thereof to the Agency) as evidence of the Contractor's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in 1(a), (b), (c) and (d) above.

The certificates shall provide for thirty (30) days written notice to the Director and Agency prior to any cancellation, expiration or non-renewal of insurance during the term required in the Contract, extensions and/or modifications thereto. The Contractor shall further be required to provide the Director with a valid original certificates of renewal of the insurance (and a copy thereof to the Agency) upon the expiration of the policies. The Contractor shall also, upon request, promptly provide the Division and/or Agency with copies of each policy required under these Standard Terms and Conditions and the Contract, certified by the agent or underwriter to be true copies of the policies provided to the Contractor. All certificates and copies of insurance policies shall be forwarded to the State's address as listed herein.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Contractor is required by the terms of these Standard Terms and Conditions and the Contract to maintain insurance, i.e. two (2) years after the expiration of the Contract, said certificates shall be acceptable, but the vender shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Agency is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew any of its insurance policies as necessary, or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of these Standard Terms and Conditions or the Contract, the State and/or Agency may refuse to make payment of any further amounts due under the Contract or refuse to make payments due or coming due under other agreements between the Contractor and the State. The State, in its sole discretion, may use funds retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when the required insurance is not in effect, the Director may, at the Director's option, either suspend work under the Contract or proceed to default the Contractor and thereby rescind the contract award.

J. AVAILABILITY OF RECORDS: The Contractor shall maintain and retain weekly payroll, overhead, cost and accounting records and all other records related to the services performed on the Project, including expenses pertaining to additional services required by the State on the Project. Such records shall be maintained and available for the State's and/or Agency's inspection as to all aspects of the work, whether performed by the Contractor or any independent firms. These records shall be kept in accordance with generally accepted accounting principles and practices for a period of three (3) fiscal years after the expiration of the State's fiscal year in which the Contract expires or in which final payment is received by the Contractor under the Contract, which ever occurs later. (The State's fiscal year is from July 1 through June 30). The Director has the right to request, and Contractor agrees to furnish free of charge, all information and copies of all records which the Director requests. The Contractor shall allow the Director and/or Agency to visit the office(s) of the Contractor periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contractor pursuant to the Contract. Any failure by the Contractor to maintain or produce such records or to otherwise cooperate with the Director and/or Agency may be, at the Director's discretion, cause for rescission of the contract award and/or suspension or debarment of the Contractor from State contracts.

K. DATA CONFIDENTIALITY: All data contained in documents supplied by the State or Agency after the award of the Contract, any data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the provider of the

information. The Contractor is required to use reasonable care to protect the confidentiality of the data including, but not limited to, requiring incorporation of this term into its contract with its subcontractor(s), if any. Any use, sale or offering of this data in any form by the Contractor, its employees, subcontractors or assignees will be considered a violation of this contract and will cause the infraction to be reported to the State Attorney General for possible prosecution.

Penalties for violations of such guarantees include, but are not limited to, rescission of the contract award and/or legal action without the State being liable for damages, costs and/or attorney fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.

L. NO WAIVER OF WARRANTIES OR REMEDIES AT LAW OR EQUITY: Nothing in the Contract shall be construed to be a waiver by the State or Agency of any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by the Director. Further, nothing in the Contract shall be construed to be a waiver by the State or Agency of any remedy available to the State or Agency under the Contract, at law or equity except as specifically and expressly stated in a writing executed by the Director.

M. OWNERSHIP OF MATERIAL: All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e. the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available (Note this sentence is a repeat.) **Superseded by section 5.11 of this RFP**

N. PUBLICITY: Publicity and/or public announcements pertaining to the project shall be approved by the Agency prior to release.

IV. CONTRACTUAL RELATIONSHIP:

A. ASSIGNMENT: The Contractor shall not assign or transfer its obligations or rights under the Contract without the prior written consent of the Director. Any assignment or transfer of the Contractor's rights under the Contract without the prior written consent of the Director shall not relieve the Contractor of any duty, obligation or liability assumed by it under the Contract and shall be cause for rescission of the contract award.

B. MERGERS, ACQUISITIONS AND DISSOLUTION:

1) Merger or Acquisition: If, subsequent to the award of any contract resulting from the Agency Request, the Contractor shall merge with or be acquired by another firm, for purposes of this contract only, the documents set forth below must be submitted to the Director for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award for cause. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.

a) Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.

b) State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to the provisions contained herein.

c) Vendor Federal Employer Identification Number.

d) Ownership Disclosure: Within thirty (30) days after any merger or acquisition, the Contractor must disclose the names and addresses of all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer or resulting entity (in the case of a merger) without the written consent of the Director.

2) Dissolution: If, during the term of the Contract, the Contractor's partnership, joint venture or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director, in writing, the names of the parties proposed to perform the contract and the names of the parties to whom payment should be made. No payment will be made until all

parties to the dissolved partnership, joint venture or corporation submit the required documents to the Director. If the Contractor is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture.

C. **NOTICE:** The Contractor shall promptly provide notice to the Director and Agency of all information related to its merger, acquisition and/or dissolution.

V. ADDITIONAL TERMS:

A. **CONTRACT AMOUNT:** The estimated amount of the contract(s), when stated in the Agency Request, shall not be construed as either the maximum or minimum amount which the State and/or the Agency shall be obligated to order or expend as the result of the Agency Request or any contract entered into as a result of the Agency Request.

B. PERFORMANCE SECURITY:

1) Performance Security: If performance security is required in the Agency Request, the successful bidder shall furnish performance security in such amount on any award of the Contract or line item purchase. See, N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

- a) an irrevocable security in the amount listed in the Agency Request payable to the Treasurer, State of New Jersey, binding the Contractor to provide faithful performance of the Contract; and
- b) a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey, as beneficiary issued by a federally insured financial institution.
- c) the amount of the performance security will be stated on the cover sheet to the Agency Request. If the requirement for performance security is expressed as a percentage, security will be required only if the total amount of the Contract exceeds \$250,000.

The Performance Security must be submitted to the Director within thirty (30) days of the effective date of the contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in rescission of the contract award for cause and nonpayment for work performed.

C. **TIME PERIODS:** The Director may extend or shorten any time period specified in the Contract for good cause. Moreover, when, in the discretion of the Director, non-performance by the Contractor may affect the health, safety or welfare of the State, the Director may dispense with any time period specified Paragraph VII B herein.

VI. **MANDATORY COMPLIANCE WITH LAW:** The Contractor's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the State, the Director, the Division or the Agency. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and are available for review at the State Library, 185 W. State Street, Trenton, New Jersey 08625.

A. BUSINESS REGISTRATION:

1) All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.

2) Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services.html.

B. **AFFIRMATIVE ACTION:** The Contractor shall not discriminate in employment and agree to abide by all antidiscrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, inclusive, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-38 and all rules and regulations issued thereunder as set forth in the attached Supplement to Bid Specifications.

C. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall abide by the provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq.

D. **OWNERSHIP DISCLOSURE:** Pursuant to N.J.S.A. 52:25-24.2, contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of the bid submission, the bidder disclosed the names and addresses of all of its owners holding 10% or more of the corporation or partnership's stock or interest

during the term of the Contract. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed.

E. BIDDER'S WARRANTY: By submitting a proposal in response to the Agency Request, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. The penalty for breach or violation of this provision may result in rescission of the contract award without the State being liable for damages, costs and/or attorney fees or, in the Director's discretion, a deduction from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

F. MACBRIDE PRINCIPLES: The Contractor shall comply with the MacBride principles of nondiscrimination in employment and have no business operations in Northern Ireland as set forth in N.J.S.A. 52:34-12.2.

G. CODES: The Contractor shall comply with the requirements of the New Jersey Uniform Commercial Code, the latest National Electrical Code, Building Officials & Code Administrators International, Inc. (B.O.C.A.) Basic Building Code and Occupational Safety and Health Administration to the extent applicable to the Contract.

H. SET-OFF FOR STATE TAXES AND CHILD SUPPORT: Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

I. STANDARDS PROHIBITING CONFLICTS OF INTEREST: The following prohibitions on vendor activities shall apply to all contracts and purchase agreements made with the State or Agencies:

1) No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

2) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

3) No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Contractor to, any State officer or employee or special State officer or employee or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding the present or proposed relationship does not present the potential, actual or appearance, of a conflict of interest.

4) No Contractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

5) No Contractor shall cause or influence, or attempt to cause or influence, any State officer or employees or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

6) The provisions cited in this paragraph shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with the Contractor under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines in the Executive Commission on Ethical Standards may promulgate under the provisions contained herein.

VII. PROJECT SUSPENSION AND RESCISSION OF THE CONTRACT AWARD:

A. SUSPENSION OF PROJECT: If, for any reason, the project for which the Contractor's services were contracted should be suspended, the Director may suspend this contract upon seven (7) days written notice to the Contractor. Upon receipt of such notice, unless otherwise directed in writing by the Director, the Contractor shall immediately discontinue all work under the Contract. Upon such notification the Contractor shall be paid a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services completed under the Contract, less payments previously made. The State may order that the work on the project be stopped temporarily, and upon seven (7) days written notice from the Director, the Contractor shall cease all work on the project except as necessary to

properly secure the project. If the State directs that the work on the project resume within six (6) months, the Contractor shall be obliged to complete the project for the basic fee provided for in this contract, plus additional compensation for any work necessitated by the stop order as approved by the Director in writing.

However, in the event that services are scheduled to end either by contract expiration or by rescission of the contract award by the Director (at the State's discretion), it shall be incumbent upon the Contractor to continue the service if requested by the Director to do so, until new services, if any, are completely operational. At no time shall this transitional period extend more than ninety (90) days beyond the expiration or rescission date of the existing contract, except by agreement of the parties. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the Director.

B. RESCISSION OF THE CONTRACT AWARD: The Director may rescind the contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

- 1) Change of Circumstances: Where circumstances change and/or the needs of the State or Agency change, or the Contract is otherwise deemed by the Director to no longer be in the public interest, the Director may rescind the contract award upon no less than thirty (30) days notice to the Contractor. In the event of such a rescission of the contract award, the Contractor shall furnish to the Agency, free of charge, such close-out reports as may reasonably be required.
- 2) For Cause:
 - a) Where a Contractor fails to perform or comply with the Contract and/or fails to comply with the complaints procedure set forth in N.J.S.A. 17:12-4.2, et seq., the Director may rescind the contract award upon ten (10) days notice to the Contractor with an opportunity to protest said rescission and/or request an informal hearing. If the Contractor protests, the Director will complete the informal hearing, if necessary, and issue a final agency decision regarding rescission of the contract.
 - b) Where a Contractor continues to perform a contract poorly as demonstrated by one or more formal complaints resolved against it, the Director, or the Director's designee, may issue a Notice of Intent to Rescind the Contract Award with a ten (10) day opportunity for the Contractor to protest such rescission and/or request an informal hearing. If the Contractor protests, the Director will complete the hearing, if necessary, and issue a final agency decision regarding rescission and related issues including, but not limited to, damages payable to the State, subject to Paragraph VII B(5).
 - c) The Director's right to rescind the contract award for cause includes any reason set forth in any other provision contained in the Contract.
 - d) The failure of a Contractor to respond to the Director's notice of intent to rescind the contract award within the ten (10) day period automatically converts said notice into a final agency decision without further action of the Director.
 - e) The Director's right to rescind the contract award for cause includes the Contractor's performance on any other State contract, a violation of state or federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the contractor to fulfill its contractual obligations. The Director may also rescind any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and nonprocurement contracts.
- 3) In cases of emergency, the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- 4) Upon a rescission of the contract award under this or any other paragraph herein, the Contractor shall be entitled to receive as full compensation for services rendered to the date of rescission that portion of the fee which the services actually and satisfactorily performed by it, as determined by the Director, shall bear to the total services contemplated under this contract, less payments previously made.
- 5) Upon rescission of the contract award, the Director may acquire the services which are the subject of the Contract from another source and may charge the Contractor whose contract award has been rescinded the difference in price, and the said Contractor shall be liable for same.
- 6) All protests of the Director's intent to rescind a contract award must be accompanied by a statement of the factual and/or legal basis of the protest and copies of all documents which the Contractor believes supports its position.

7) If Director determines that an informal hearing is required, said informal hearing shall be conducted by the Director, or the designee thereof, prior to the issuance of the final agency decision regarding the interpretation of the Contract, Contractor performance and/or rescission of the contract award.

VIII. CONTRACTOR COMPENSATION:

A. PAYMENT TO CONTRACTOR: The Contractor is authorized to submit invoices monthly for tasks and/or sub-tasks satisfactorily completed. However, payment for goods and/or services purchased by the State or Agency will only be made against Official New Jersey Payment Voucher along with supporting documentation substantiating that the work has been satisfactorily completed. Invoices must reference the tasks and/or sub-tasks detailed in the scope of work and must be in strict accordance with the firm fixed prices submitted for each task and/or sub-task of the Contract and shall otherwise be in accordance with the terms of the Contract. The State bill form in duplicate together with the original Bill of Lading, express receipt or other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the Agency. Notwithstanding Section VIII B, payment will not be made until the Agency has approved payment. **See also Section 5.23 of RFP.**

B. NEW JERSEY PROMPT PAYMENT ACT: The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32, et. seq. requires State agencies to pay for goods and services within sixty (60) days of the Agency's receipt of a properly executed New Jersey Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, which ever is later. Properly executed performance security, when required, must be received by the Division prior to processing any payments for goods and services accepted by the State and/or the Agency. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid unless it exceeds \$5.00 per properly executed invoice. A good faith dispute creates an exception to the Prompt Payment Act. Except as noted above, cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

C. AVAILABILITY OF FUNDS: The State's obligation to make payment under the Contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are made available each fiscal year to the using agency by the State Legislature.

D. RETAINAGE: If retainage is required on the Contract, the State and/or Agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the Contractor and acceptance by the Agency of all services, deliverables or work products required by the Contract.

For ongoing term contracts, the Agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the Agency will review the Contractors performance and if performance has been satisfactory, the Agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the Contractor after certification by the Agency's project manager, if any, that all services have been satisfactorily performed.

IX. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the Agency and/or Division upon the Contractor, and vice versa, if addressed and mailed by certified mail to the addresses set forth in the Contract.

X. CLAIMS: The following shall govern claims made by the Contractor against the State concerning interpretation of the Contract, Contractor performance and/or rescission of the contract award:
All claims asserted against the State and/or Agency by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

XI. APPLICABLE LAW: This agreement and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

I HEREBY ACCEPT THE TERMS AND CONDITIONS
OF THIS AGREEMENT

NAME

TITLE

COMPANY NAME

DATE

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Executive Order 134

Requirements of Executive Order 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

Definitions

For the purpose of this section, the following shall be defined as follows:

- a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.
- b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person's spouse or child, residing in the same household.

Breach of Terms of Executive Order 134 Deemed Breach of Contract

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of EO 134; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

Certification and Disclosure Requirements

- a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods. Accordingly, the Business Entity shall submit with its bid proposal

Executive Order 134 Certification(s) in the form set forth in **Appendix [1]** attached hereto, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, in the form of the Disclosure attached hereto as **Appendix [2]**. A separate Disclosure is required for each person or organization defined above as a Business Entity. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Disclosure(s) within five (5) business days of the State’s request.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. A copy of the Continuing Disclosure of Political Contributions is attached hereto as **Appendix [3]**. A separate Disclosure is required for each person or organization defined above as a business entity.

State Treasurer Review

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

Appendix 1
Effective October 15, 2004
Executive Order 134 Certification

Bidder: _____ Solicitation Number: _____

For the purpose of this Certification:

"Business Entity" - means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household. A separate certification is required for each person or organization defined above as a Business Entity.

"Contribution" – means a Contribution reportable by the recipient under the "New Jersey Campaign s and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. Currently, Contributions in an amount in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to Contributions in excess of \$300.

I hereby certify as follows:

1. Commencing on and after October 15, 2004, the below named person, company or organization has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the terms of Executive Order 134, signed by Governor James E. McGreevey on September 22, 2004 (hereafter "E.O. 134").
 - a) **Within the 18 months (from October 15, 2004) immediately preceding the Solicitation, the Business Entity has not made a Contribution to:**
 - (i) Any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; or
 - (ii) Any State or county political party committee
 - b. **Effective October 15, 2004, during the term of office of the current Governor, the Business Entity has not made a Contribution to**
 - (i) Any candidate committee and/or election fund of the Governor; or
 - (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Effective October 15, 2004, within the 18 months immediately preceding the last day of the term of office of the Governor, the Business Entity has not made a Contribution to**
 - (i) Any candidate committee and/or election fund of the Governor; or
 - (ii) Any State or County political party committee of the political party nominating such Governor in the last gubernatorial election preceding the election. In the event such a Contribution has been made, the Business Entity will be barred from receiving the award of a contract throughout the remaining term of the current Governor and the full term of the next Governor.
2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.

3. This certification is submitted to the Division of Purchase and Property (the "Division") in order to induce the Division to accept the Bidder's bid proposal, with knowledge that the Division is relying on the truth of the statements contained herein, and that compliance with EO 134 is a material term of any contract awarded pursuant to the solicitation for this bid proposal.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Company or Organization: _____

By: _____

Date: _____

Print Name: _____

Title: _____

Relationship to Contractor (check one):

☐

Officer or other authorized representative

☐

Principal

☐

Political Organization

☐

Subsidiary

☐

Spouse or child

Appendix 2
Effective October 15, 2004
Disclosure of Political Contributions

Bidder: _____ Solicitation Number: _____

Pursuant to Executive Order #134 ("EO 134") promulgated by the Honorable James E. McGreevey, Governor of New Jersey, all business entities with which the State intends to contract are required to disclose all Contributions in excess of \$400 (N.J.A.C. 19:25-10(1), et seq.) (in excess of \$300 as of January 1, 2005) from October 15, 2004, through the date of signing of this disclosure, to any entity designated and organized as a "political organization" under 26 U.S.C.A. 527, that is also defined as "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **Indicate "none" if no Contributions are being declared.**

A separate Disclosure must be submitted by each of the following, defined as a "Business Entity" under EO 134:

- (i) a Business Entity submitting a Disclosure on its own behalf;
- (ii) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit;
- (iii) any subsidiaries directly or indirectly controlled by the business entity;
- (iv) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; or
- (v) if a business entity is a natural person, that person's spouse or child, living at the same address.

Name of Political Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of Political Committee

This certification is submitted to the Division of Purchase and Property (the "Division") in order to induce the Division to accept the Bidder's bid proposal, with knowledge that the Division is relying on the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Company or Organization: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Relationship to Contractor (check one):

☐ Officer or other authorized representative

☐ Principal

☐ Political Organization

☐ Subsidiary

☐ Spouse or child

Appendix 3
Effective October 15, 2004
Continuing Disclosure of Political Contributions

Bidder: _____ Solicitation Number: _____

Pursuant to Executive Order #134 ("EO 134") promulgated by the Honorable James E. McGreevey, Governor of New Jersey, all business entities with which the State intends to contract are required to disclose all Contributions in excess of \$400 (N.J.A.C. 19:25-10(1), et seq.) (in excess of \$300 as of January 1, 2005) from October 15, 2004 through the date of signing of this disclosure, to any entity designated and organized as a "political organization" under 26 U.S.C.A. 527, that is also defined as "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **Indicate "none" if no Contributions are being declared.**

A separate Disclosure must be submitted by each of the following, defined as a "Business Entity" under EO 134:

- (vi) a Business Entity submitting a Disclosure on its own behalf;
- (vii) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit;
- (viii) any subsidiaries directly or indirectly controlled by the business entity;
- (ix) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; or
- (x) if a business entity is a natural person, that person's spouse or child, living at the same address.

Name of Political Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of Political Committee

Pertaining to Disclosure of Political Contributions to: any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; and any State or county political party committee
Contributions are being declared. Indicate "none" if no

Name of Committee or Fund	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Company or Organization: _____

By: _____ Title: _____

Print Name: _____ Date: _____

Relationship to Contractor (check one):

- | | |
|---|--|
| <input type="checkbox"/> Officer or other authorized representative | <input type="checkbox"/> Principal |
| <input type="checkbox"/> Political Organization | <input type="checkbox"/> Spouse or child |
| <input type="checkbox"/> Subsidiary | |



State of New Jersey
Department of the Treasury

Request for Proposal

November 15, 2004

**Property Assessment Management System
for
The Division of Taxation**

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1.0 Information for Bidders

1.1 Purpose and Intent

The Department of the Treasury Division of Taxation (Taxation), issues this Request for Proposal (RFP) for qualified bidders for hardware, software and related system integration services.

As an outgrowth of strategies to modernize how it administers tax statutes and regulations internally, Taxation has elected to extend its resulting technology initiative to county tax boards, municipal tax assessors, and municipal collectors. The intent of this RFP is to purchase and own a statewide Property Assessment Management System (PAMS) that will integrate, streamline and standardize the business functions at all levels of government to administer the local property tax code and share information with each other. The contractor shall initially implement the system in three counties (Camden, Hunterdon and Salem). Upon successful completion, the State will determine how best to implement the system into the remaining 18 counties.

PAMS is intended as a centralized, web-based (thin client) J2EE or .NET system owned and operated by the State that replaces MOD IV and its peripheral systems currently provided by various private firms across the state. PAMS will function as the core technical infrastructure which all levels of government in NJ will use to accomplish the following property related business functions:

- 1) Parcel management
- 2) Sales information and analysis
- 3) Appeal scheduling and disposition
- 4) Computer-assisted mass appraisal (CAMA)
- 5) Tax collection, billing and reporting.

The intent is to award a contract to the bidder whose bid, conforming to the specifics of this invitation for bids, is most advantageous to the State, price and other factors considered.

1.2 Background

PAMS will facilitate statewide standardization via creation of a centralized relational database of all real property in New Jersey and associated applications, including parcel management, municipal tax collection, sales, county equalization, CAMA, appeals, and basic spatial (GIS) information. Users will have ad-hoc reporting capabilities within their authority from this database or a related data warehouse.

The new system will demonstrate New Jersey's commitment to better serve its citizens by making government programs more efficient, more accessible and less expensive. PAMS will also provide timely and convenient access, via the Internet, to real property tax information for local governmental agencies, and ultimately, citizens and businesses.

Taxation understands the significant effort required to replace MOD IV and certain local systems utilized by State, county and municipal authorities and is committed to re-engineering business processes where feasible and beneficial to the State, county and municipal authorities.

PAMS has the following strategic objectives:

- Provide enabling technologies. Replace the antiquated MOD IV and its peripheral systems with a state-of-the-art system designed by and for the tax assessors, county tax administrators and tax collectors in the State to accomplish their mandates (discussed in Section 1.2.2, System Stakeholders).

- Establish standards. Provide all tax assessors, tax collectors, and county tax boards with a single, standard toolbox.
- Improve communications. Facilitate secure information sharing among all levels of government.
- Improve business efficiency. Create a single repository of real property data in NJ.
- Provide 24/7 access from anywhere via the Internet.
- Improve technical efficiency. Create a web-based solution utilizing the State's technical architecture that can be operated and administered centrally at a single location.
- Provide cost savings to county and municipal governments across the State. PAMS will be provided by Taxation; counties and municipalities can reduce expenditures on MOD IV and its related peripheral systems.

Bidders are required to propose solutions that address these objectives. Software must be flexible and capable of being configured to meet the specific needs of the State, county and municipal governments. Bidders may propose software that is already commercially available "off-the-shelf" (COTS), software that is in development, software that will be developed, or any combination of these.

1.2.1 Mission Statement

The mission of the Division of Taxation is:

To administer the State's tax laws uniformly, equitably, and efficiently to maximize State revenues, to support public services and to ensure that compliance with taxing statutes is achieved without being an impediment to economic growth.

The Division of Taxation's resources are predominantly devoted to state tax activities. The Local Property Branch within the Division devotes its resources to administration of local property tax statutes and thus has a more narrowly defined mission as follows:

To administer the State's constitution, statutes, and regulations as they pertain to local property tax and railroads in a uniform, equitable and efficient manner; and to monitor and review these areas to ensure conformance, and develop appropriate policies and procedures that enhance administration whenever possible.

A common goal within the framework of both mission statements is to promote the use of information processing and advances in technology with a view towards continuing improvements in taxpayer service, enhancing productivity, and providing Taxation personnel and constituent government agencies modern tools to perform their duties.

1.2.2 System Stakeholders

1.2.2.1 Division of Taxation, Department of the Treasury

The Director of the Division of Taxation has broad oversight authority in the administration of local property tax statutes through county tax boards, county tax administrators, and municipal tax assessors. While the mission of the Division of Taxation centers on state tax administration and enforcement, that mission also encompasses the uniform administration of local property assessment practices that generate county and municipal revenues from a fair and equitable tax base. That task, in large part, is currently accomplished with a data collection and report generation system, officially named the New Jersey Property Tax Assessment System but more commonly known as MOD IV.

Taxation administers all the tax laws of the State, audits tax returns and taxpaying entities, performs office and field audits, prepares tax refunds, investigates tax matters having civil or criminal potential, oversees county tax boards and municipal tax assessors, and provides other tax-related services. Taxation also conducts research related to

revenue projections for the State and provides other analysis related to the overall tax structure of New Jersey State government and its local governmental units. In more recent years, legislation has required Taxation to administer and/or process the following local property tax relief programs:

- Property Tax Reimbursement (PTR)
- Homestead Rebate Program
- Property Tax Deduction/Credit
- Regional Efficiency Aid Program (REAP)

All of these require timely, accurate local property information for efficient administration.

1.2.2.2 Local Property Branch - Division of Taxation

The Local Property Branch oversees the activities of county tax boards and municipal assessors in the administration of local property tax statutes, regulations, policies and procedures. Its major activities include:

- Property Tax Assessment System (MOD IV)
- Sales Ratio Program (Equalization)
- Assessor Certification, Continuing Education and Training
- Assessor Compliance
- County Tax Board Compliance
- Revaluation and Reassessment Oversight
- Farmland Assessment
- "In-Lieu of" Tax Payments
- Senior Citizen and Veteran Deductions Audit and Administration
- Real Property Appraisal
- Realty Transfer Fee Administration
- Tax Map Approval and Review
- Railroad Tax Assessment and Administration
- State Revenue Sharing Act Distribution

1.2.2.3 County Tax Boards

County Tax Boards are made up of 3 or 5 commissioners (depending on county size and location), a County Tax Administrator, and staff.

The commissioners are appointed by the Governor for specific terms and are considered State employees. The County Tax Boards' main functions are hearing property assessment appeals, approving tax lists, performing county equalization, striking tax rates and supervising the administrator.

The County Tax Board Administrators, who are appointed by the commissioners, are county employees. Their main function is the day-to-day operation of the County Tax Board office and the supervision of assessors to ensure they meet statutory and regulatory requirements.

Administrators and staff rely on the State's MOD IV system and other locally provided systems to carry out their responsibilities. County Tax Boards (including the administrators but not including the commissioners) average approximately 5 employees (a high of 13 to a low of 2).

County Tax Board staff also oversee recording of property sale information, which is input into the State's Sales Ratio Program.

1.2.2.4 Assessors

Assessors are appointed by each of the 566 municipalities in New Jersey and are supervised by the County Tax Administrator and regulated by the Division of Taxation. The Division of Taxation oversees a comprehensive professional certification examination process and its associated requirements for continuing education of certified

tax assessors. An assessor may serve in more than one municipality. Currently there are 133 multiple jurisdiction assessors and 164 single jurisdiction assessors. Of the 566 positions, 420 are considered part-time. Assessors are required to administer local property statutes and regulations uniformly and equitably. The assessors rely heavily on the MOD IV system and locally supplied systems to carry out their daily duties. Assessors are the prime source of input to the MOD IV system. Assessors also oversee recording of property sale information, which is input into the State's Sales Ratio Program.

Including the assessor, the average Assessor Office staff totals 2 employees, with a high of 16 to a low of a single part-time assessor position.

1.2.2.5 Division of Local Government Services (DLGS), Department of Community Affairs

Among its varied responsibilities overseeing the fiscal integrity of local governments, the Division of Local Government Services (DLGS) has specific responsibility to ensure the effective and efficient administration of revenue collection, with special emphasis on billing, collection, and reporting of property taxes and the subsequent administration of the tax lien process. In so doing, DLGS oversees a comprehensive professional certification examination process and its associated requirements for the continuing education of certified tax collectors.

DLGS also has responsibility to approve the format and content of property tax bills, to manage the common "bank" code identification system for bulk tax bill payers, the Tenant Property Tax Rebate Program, and related programs. In administering its responsibilities, DLGS works closely with the Local Property Branch of the Division of Taxation, the Tax Collectors and Treasurers Association of New Jersey, and the Center for Government Services at Rutgers University.

1.2.2.6 Collectors

Tax collectors are appointed by each of the 566 municipalities in New Jersey and are under the jurisdiction of DLGS. A collector may serve in more than one municipality. While MOD IV provides parcel information and tax rates for tax billing, municipalities contract with various collection vendors to provide them with billing, collection and reporting systems. State-wide standards for data accumulation and electronic transmittal have been recently implemented through a partnership of the Tax Collectors and Treasurers Association, DLGS, and industry organizations interested in obtaining electronic information.

1.2.2.7 Office of Information Technology (OIT)

The Office of Information Technology (OIT) is an agency "in but not of" the Department of the Treasury. OIT provides all departments in the Executive branch of NJ government with system development and maintenance services, Statewide network and infrastructure support, production services, product and maintenance contracts and technical training, geographic information systems, electronic government and web services.

OIT currently maintains the source code of MOD IV, which was written by a vendor under contract to the State. OIT staff is experienced with this code, as well as the Taxation legacy systems that will need to interact with the new PAMS System.

1.2.3 Current Systems Overview

1.2.3.1 Existing MOD IV Functionality

Mod IV is the State's property assessment system for parcel management and for the production of uniform municipal assessment rolls. This batch system stores data in flat files and was developed by a private vendor over 20 years ago.

Municipal assessors currently enter data into MOD IV to produce assessment rolls (i.e. Tax Lists). Municipal data transactions include block and lot changes, ownership transfers, changes in the assessed value, added and omitted assessments, parcel splits, etc. See **Exhibit 9A** for the scope of the current system.

MOD IV was originally designed to have assessors input forms in batch mode to update property assessment records. Over the past 20 years, private vendors have created front ends to MOD IV to allow assessors to enter these transactions online. Transactions are downloaded nightly to the respective MOD IV data centers for processing through the MOD IV batch maintenance programs to update and maintain the approximately 3,000,000 line items (properties) in New Jersey. The line item counts for the three counties (Camden, Hunterdon and Salem) are in **Exhibit 9B**.

1.2.3.2 Existing MOD IV Inefficiencies

Source code for the MOD IV batch system is distributed across the state to 14 State-certified data centers by Taxation. County and municipal governments contract with these data centers for their MOD IV service. Many municipalities and counties, at their own cost, have also contracted with vendors for sales tracking, farmland tracking, tax appeals scheduling and administration, construction permits, CAMA, and tax collection applications.

Since MOD IV is not run at the State level, the transfer of data from the municipalities and counties to the State is a cumbersome process involving the physical transport of magnetic cartridges from the respective MOD IV data centers. Data is frequently rejected due to improperly formatted or incomplete information, physical damage, etc.

It is also a burden for both the State and the 14 approved data centers when changes are made to the MOD IV system. Each change must be distributed to the 14 data centers as a cumbersome “push” update process. Taxation periodically tests and re-certifies each data center.

1.2.3.3 Existing MOD IV Data Transfer Activities

The 14 data centers transmit MOD IV files containing information on each taxing district in the state three times a year. The first file is due February 1st, and contains information from the Tax List as of January 10th. The second file is due August 1st, and contains information as of the printing of the Extended Tax Duplicate in June, as well as calculated taxes and tax rates. The third file is due November 1st, and contains all added and omitted assessment information as of October 1st. The State edits these files and creates a state master file. The master file becomes a source of information for the State Abstract of Ratables, Table of Equalized Valuations, and the Homestead Rebate, PTR and REAP programs, as well as standard and ad hoc reports for various State departments and agencies.

1.3 Key Events

Key events concerning this Request for Proposal are listed in the “Attention PAMS Bidders” cover page.

1.3.1 Questions and Inquiries

The Department of the Treasury, Purchase Bureau will coordinate all inquiries from interested bidders concerning this procurement. All inquiries, both oral and written, should be directed to the following contact, who is the buyer for this procurement:

Mary Lou Goho
State of New Jersey
Division of Purchase and Property/Purchase Bureau
33 West State St. – 8th Floor
PO Box 230
Trenton, NJ 08625-0230
Phone: 609-292-4927
Fax: 609-633-3634
MaryLou.Goho@treas.state.nj.us

A copy of all written inquiries should be forwarded to:

Stephen Sylvester and
State of New Jersey
Division of Taxation
50 Barrack St.
PO Box 240
Trenton, NJ 08695-0240
E-mail: ssylvester@tax.state.nj.us
Fax: 609-292-0411

Thomas Bishop
State of New Jersey
Department of the Treasury
50 West State St.
PO Box 760
Trenton, NJ 08625-0760
E-mail: Thomas.Bishop@treas.state.nj.us
Fax: 609-984-0593

1.3.1.1 Question Protocol

Written questions must be e-mailed to the assigned buyer above, with a copy to the two individuals noted. Under no circumstance shall potential bidders contact any other project stakeholder directly or indirectly concerning this Request for Proposal. Each question must include a reference to the Request for Proposal, by section and page number, and be sequenced in the order of the RFP.

Simple procedural matters are best addressed by phone; however, oral explanations or instructions given over the telephone shall not be binding upon the State.

1.4 Additional Information

1.4.1 Revisions to this Request for Proposal

In the event that it becomes necessary to revise this Request for Proposal, such revision will be by written addendum.

1.4.2 Questions and Answers as Part of this Request for Proposal

Addendum to this Request for Proposal become part of this Request for Proposal and any contract resulting from it.

1.4.3 Issuing Office

The Department of Treasury, Division of Purchase and Property, issues this Request for Proposal on behalf of the Division of Taxation. The buyer noted in the previous section is the sole point of contact between the potential bidders and the State for purposes of this Request for Proposal.

1.4.4 Bidder Responsibility

The bidder assumes all responsibility for preparing and submitting a proposal in response to this RFP. No consideration will be given if a bidder failed to be knowledgeable of all requirements in RFP. By submitting a proposal in response to this Request for Proposal, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this Request for Proposal.

1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of bid proposals in response to this Request for Proposal.

1.4.6 Contents of Bid Proposal

As described in the “Attention PAMS Bidders”, information concerning this procurement becomes a public record after the Division of Taxation issues a notice of intent to award a contract. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

1.4.7 Price Alteration

The official copy of the Price Sheets must be signed by a duly authorized representative of the bidder. Any price change (including “white-outs”) must be initialed. Failure to initial price changes may preclude an award being made to the bidder.

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture must be submitted with the joint venture’s proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, McBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.

2.0 Definitions

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

Amendment	A change in the scope of work to be performed by the contractor. An amendment is not effective until the Director, Division of Purchase and Property signs it.
Bidder	An individual or business entity submitting a bid in response to this RFP.
Break-fix	The responsibility to resolve a situation identified as a problem under the terms of the warranty.
CAMA	Computer Assisted Mass Appraisal.
Contract	This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and the Division's Notice of Acceptance.
Contractor	The contractor is the bidder awarded a contract, i.e., the successful bidder.
CPM	The Contractor's Project Manager.
DLGS	The Division of Local Government Services, within the Department of Community Affairs
Director	Director, Division of Purchase and Property, Department of Treasury. By statutory authority, the Director is the chief contracting office for the State of New Jersey.
Division	The Division of Purchase and Property, within the Department of Treasury
Evaluation Committee	A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.
GENTS	Generic Tax System - The main system used to enter, process and monitor taxpayer account activity.
JAD	Joint Application Design.
May	Denotes that which is permissible, not mandatory.
MOD IV data center	A data processing center certified by the Division of Taxation to run the MOD IV property tax system. There are presently 15 MOD IV data centers throughout the State.
Homestead Property Tax Rebate	Under the Homestead Property Tax Rebate Act of 2004, also known as the FAIR Plan, individuals who owned homes on October 1 of any year are eligible for a homestead rebate for that year if their gross income is \$200,000 or less. The rebate is calculated based on gross income, the amount of property taxes paid, and the filing status of the applicant.
PAMS Project Team	State, county and municipal employees comprising the project team for PAMS.

PAMS Steering Committee	The group designated by the Directors of Taxation and Purchase and Property to oversee the PAMS project. The Steering Committee will be chaired by Taxation. The Committee will designate a Project Manager who represents it and coordinates the participation of all state resources and oversees the contractor in the performance of project activities.
Project	The undertaking or services that are the subject of this RFP.
Project Manager	The person designated by the PAMS Steering Committee to represent it and coordinate the participation of all state resources and oversee the contractor in the performance of project activities.
Project Sponsor	The Division of Taxation.
Request for Proposal (RFP)	This document, which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.
Shall or Must	Denotes that which is mandatory.
Should	Denotes that which is recommended, not mandatory.
Smart-Agent Technology	Self Monitoring Analysis and Reporting Technology tools to proactively monitor network performance.
State	The State of New Jersey.
System Stakeholder	An individual, organization or constituency with a vested interest in the outcome.
Task	A discrete unit of work to be performed.
Taxation	The Division of Taxation, within the Department of the Treasury
Third Party Software	Off-the-shelf software intended to meet specific functional requirements of this RFP that is not developed or owned by the prime contractor or any of its subcontractors.
UCCARS	Uniform Construction Code Administrative Reporting System
Using Agency or Agency	The entity for which the Division has issued this RFP and will enter into a contract. For this procurement, the Using Agency is Taxation.

3.0 Scope of Work and Requirements

The successful bidder (i.e., the contractor) must provide and/or develop a new, real time system that enables, integrates, streamlines and standardizes the business functions at all levels of government to administer the local property tax code. The bidder must also implement the system into three counties specified by the State, including the conversion of current data and statewide historical data. Conversion must be planned and occur so implementation occurs for all municipalities within a county on the same date. The cutover of a county to PAMS should occur so as not to interrupt normal daily operations.

The three target counties may be implemented sequentially or concurrently. However, all functionality included within PAMS must be installed concurrently. The State will not entertain proposals to install several components (e.g. Common Functions, Parcel Management and Sales Analysis) first and the remaining components (e.g. CAMA, Collection, Appeals) at a later date.

3.1 Project Overview

3.1.1 Contractor Minimum Experience Requirements

In order for a proposal to be considered, a bidder must have the following successful experience with regard to both of the following:

- Designing and implementing real property assessment and tax collection systems.
- Designing and implementing web-based transaction systems.

3.1.2 Contractor Responsibilities

This section documents contractor responsibilities, presented within the context of a general plan for the project that is summarized in a Responsibility Matrix (**Exhibit 9C**). The Responsibility Matrix documents responsibilities that will be assumed by the State and/or county and municipal government as well. A project organization chart is included as **Exhibit 9D**. Explanations of the headings on the Responsibility Matrix follow.

Code - a sequentially assigned identifier, using activity (A), sub-activity (S), and task (T) assignments progressively through the matrix.

Activity/Sub-Activity/Task – Classifications of project components.

Type – defines (with an “x”) if a task is comprised of hardware, software, or services.

Responsibility – defines (with an “x”) who has responsibility for a task. If a task is the responsibility of more than one entity, a “P” indicates who has primary responsibility. In some instances, primary responsibility is equally shared (i.e., where there is more than one “P”).

OIT -	State of NJ, Office of Information Technology
Tax -	State of NJ, Department of Treasury, Division of the Taxation
DLGS -	State of NJ, Department of Community Affairs, Division of Local Government Services
County/Muni -	County and/or Municipal Government
Contractor -	The bidder who is selected as the PAMS contractor. Where an “X” or “P” in the contractor column is followed by “T&M” (Time and Materials), this indicates the related services MAY be requested of the contractor. Such a request would take the form of a

project change order and would be priced using hourly rates from the “Services Price sheet”.

3.1.3 Hardware

For all areas of the project where hardware and related system setup are required, the contractor will work in conjunction with OIT to test and install the hardware into the State’s server-farm environment, adhering to State practices and procedures. If space is required in the OIT Storage Area Network (SAN), the contractor must determine the amount of required disk space. Such space will be allocated by OIT. Once allocated, the contractor must configure the space in the SAN. NOTE: The OIT SAN space includes the Enterprise Data Warehouse (EDW). If the EDW will be used for the ad-hoc reporting, the contractor must also specify the space requirements to support it. SAN hardware should not be included in the price sheets. The contractor will be primarily responsible for administering and maintaining all environments (development, testing, production, training, and any others) until system turnover to the State is complete. OIT will work closely with the contractor in administering and maintaining the environments on an on-going basis since the hardware will reside in the State’s server farm.

3.1.3.1 Hardware Acceptance

Any hardware purchased as part of the contract resulting from this RFP shall be accepted and paid for by the State when the following criteria have been met:

- All hardware and operating system components have been installed in conjunction with and approved by OIT according to requirements and have been successfully tested by the contractor, using hardware supplier diagnostics.
- All hardware documentation has been delivered.
- All hardware supplier operating system software documentation has been delivered.

3.2 Description of Activities

The following additional information is provided relative to the general plan for the project as summarized in the responsibility matrix.

3.2.1 Project Management

The Director of Taxation will establish a Steering Committee comprised of individuals selected from among the system stakeholders described in Section 1.2.2. The Steering Committee will have overall responsibility for the project. It will be chaired by Taxation. The Committee will designate one member to function as day-to-day Project Manager who will represent it in all project related matters.

The Project Manager will oversee the contractor’s progress, facilitate issue resolution, coordinate the review of deliverables, and manage the delivery of State resources to the project, consulting with the contractor as needed.

The State will assemble a PAMS Project Team (See **Exhibit 9D**) comprised of representatives from Taxation, DCA/DLGS, OIT, Treasury, county and municipal governments to perform project activities for which they are responsible. The PAMS Project Team will have no direct responsibility for deliverables designated as the responsibility of the contractor. However, because it is the intent of the State to own and maintain the PAMS solution, the contractor must develop and implement an involvement strategy which will afford PAMS Project Team

members, particularly those from OIT, an opportunity to begin training during the life cycle of the project, with the stated purpose of progressively learning the system.

The contractor must designate one full time Contractor Project Manager (CPM). The CPM shall have overall responsibility for successful completion of contractor responsibilities, overseeing and monitoring contractor staff on a day-to-day basis as they undertake project activities. The CPM shall also work closely with the State Project Manager and assist in coordinating State, county and municipal resources. The State Project Manager will work with the CPM to revise the project plan due to unanticipated or unavoidable circumstances.

When a deliverable is a document, it should be in hard copy and electronic form. The CPM will confer with the Project Manager in advance of a deliverable being transmitted to the State to ascertain the number of hard copies required. The State Project Manager will minimize the number wherever possible.

When a major deliverable is a document, the State intends to conduct the review as follows:

<u>Document Size</u>	<u>Maximum Business Days to Review</u>
50 pages or less	5
51-100	7
101-250	10
251 +	15

The contractor must build these maximum turn-around times into its project plan.

Documents delivered to the Project Manager by 5:00 PM of a business day shall be considered delivered on that day. The State's review period commences the following business day.

For deliverables that are not documents, the State will review the deliverable and respond to the contractor within ten business days.

The State may approve, reject, or request revisions to any deliverable. In the event the State is unable to review and/or respond to any deliverable, the State will inform the contractor of such in writing.

The contractor will be required to meet with and provide project status to the Steering Committee monthly and PAMS Project Team every two weeks. The purpose of the status meetings is for the contractor to communicate actual progress, identify problems, recommend courses of action, and obtain approval for making modifications to the project plan.

In conjunction with the project status meetings, the contractor must provide written status reports to the Project Manager. This status report will include:

- Updated Project Plan and Responsibility Matrix
- Tasks completed during the last reporting period
- Tasks planned for the next reporting period
- Tasks planned for completion during the next reporting period
- Items requiring the Project Manager's attention
- Anticipated staffing changes
- Outstanding issues; current status and plans for resolution
- Any issues that can affect schedules
- Any issues that can delay or impact the completion of the project
- Identification, cost and status for time and materials and/or out-of-scope items

Legislative changes or unanticipated events that occur prior to implementation that add to implementation plans, schedules, or scope, shall be considered out-of-scope work.

The contractor must establish and document quality assurance and quality control procedures to monitor each facet of the project.

The contractor shall be responsible for documenting all meetings, including attendees, topics discussed, decisions recommended and/or made with follow-up details. Minutes and summaries from all meetings are to be provided to the Project Manager no later than 3 business days after the date of the meeting.

The contractor must also provide an Overall Project Communications Plan, the purpose of which is to keep project management and staff informed with information they need to complete assigned responsibilities, as well as to keep all system stakeholders, described in section 1.2.2, proactively informed on the progress of the project.

Required Deliverables:

- PAMS Project Team Involvement Strategy
- Status reports/meetings
- Quality assurance and quality control procedures document
- Meeting minutes
- Overall Project Communications Plan

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.1.1 Project Plan

Upon contract award, the contractor will be required to meet with the Project Manager to review and refine the responsibility matrix and project plan submitted with the contractor's proposal. Further work cannot occur until the Project Manager has approved the revised Responsibility Matrix and project plan.

Throughout the project, the contractor is required to maintain one overall Responsibility Matrix and project plan. Microsoft Project is currently utilized by the State to develop and maintain project plans; the Responsibility Matrix is currently in MS Excel 2000.

The contractor's project plan will include the following detail:

- Activities
- Sub-activity
- Tasks
- Hours
- Assigned Resources
- Scheduled start and end dates
- Dependencies in the relationships of tasks

Required Deliverables:

- Updated project plan and Responsibility Matrix

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.1.2 Change Control

The contractor must build the following change control procedures into their project plan.

3.2.1.2.1 Change Request Recording

Any proposed modification to the design specifications and/or functional requirements must be recorded, regardless of whether they are actually implemented. Change requests must be submitted to the State Project Manager for consideration from various sources including the contractor's staff, municipal and county clients, and PAMS project team members. The following fields, at a minimum, must be captured:

- Requestor
- Initial date of submission
- Description of change
- Evaluation date
- Evaluation status (accept/reject change request)
- Reason for rejection, if not approved
- Change threshold level assigned – as defined in 3.2.1.2.2
- Implementation date
- Acceptance date

3.2.1.2.2 Change Request Thresholds

- **Change Threshold One** - All change requests that would result in an increased cost less than \$5,000 and impact the development or implementation schedule 3 days or less will require the approval of the Project Manager.
- **Change Threshold Two** - All change requests that would result in an increased cost greater than \$5,000 and/or impact the development or implementation schedule by more than 3 days will require review and approval from the Change Review Board (See Section 3.2.1.2.4).
- **Change Threshold Three** - All change requests that would result in an increased cost greater than \$25,000 and/or impact the development or implementation schedule by more than 10 days will require review and approval from the Project Steering Committee and the Director of the Division of Purchase and Property.

3.2.1.2.3 Change Request Evaluation

Change requests submitted to the Project Manager will be screened and, if appropriate, forwarded to the Contractor's Project Manager (CPM) who will estimate the level of effort required to complete the change then assign a change threshold level. Those requests within Change Threshold One will be returned to the Project Manager for approval before any work is begun. The CPM, in conjunction with the Project Manager, will also be responsible for scheduling meetings of the Change Review Board as necessary for requests meriting its attention and for notifying the Project Manager of change requests that require the attention of the Steering Committee.

3.2.1.2.4 Composition of a Change Review Board

The Change Review Board will be composed of the following members:

- State Project Manager
- Contractor Project Manager
- Tax Assessment Solution – Team Leader - Division of Taxation
- Technical Solution – Team Leader - OIT
- Communications/User Support – Team Leader - Division of Taxation

Others may be included at the discretion of the State Project Manager.

3.2.1.2.5 Change Request Implementation and Acceptance Procedures

As change requests are developed and implemented, the work involved will be subject to the same test, review and acceptance procedures as other project deliverables. Changes will not be considered complete until final acceptance by Taxation and/or DLGS, as appropriate, and signed-off by the Project Manager. Pursuant to Section 5.22 of this RFP, the Director of the Division of Purchase and Property must approve all change requests within Change Threshold Three.

3.2.2 Pre-existing Software and Third Party Software

For the purposes of this RFP, the definition of pre-existing software is:

- Able to be installed and demonstrated at the time the proposal is submitted
- Meets a substantial portion of New Jersey's functional requirements, as evidenced by a response of code "F" or "in the Functional Requirements Grid Sheets (**Exhibit 9G**).

If the contractor's proposal included the use of pre-existing software that is not presently web-based as a foundation for PAMS, the pre-existing software must meet a substantial portion of New Jersey's functional requirements (as evidenced by a response of code "F" in the Functional Requirements Grid Sheets –**Exhibit 9G**) and the contractor must develop a new version of the pre-existing software which meets the technical requirements of the RFP.

All pre-existing software must be able to be demonstrated so the contractor can conduct a "walk-thru" of the pre-existing software with the PAMS Project Team. If the demonstration requires hardware to be installed at OIT, the contractor will work in conjunction with OIT personnel.

The purpose of the demonstration is for the contractor to demonstrate how the current version of its product actually meets each functional requirement where the contractor responded with a code of "F" to a functional requirement on the grid response sheets. The contractor must obtain a *conceptual* agreement from the State on how each related item will function in the version of the product to be developed. It is the responsibility of the contractor to build all the functionality agreed upon during the demonstration, into the new version of the product.

The contractor must also demonstrate, to the extent practical, how third party software will be used to fulfill each functional requirement where the contractor responded with a code of "T" on the grid response sheets. (Functional Requirements Grid Sheets –**Exhibit 9G**)

Required Deliverables:

- Installed pre-existing software and/or third party software, if needed
- Demonstration of preexisting and/or third party software, if any
- Updated functional requirements grid sheets, if applicable

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.3 Analysis and Design of Software Modifications or New Software

The contractor must utilize a System Development Life Cycle (SDLC) methodology to develop software that provides the functional requirements of the PAMS system. The SDLC must include activities (e.g., walk-thru, JAD sessions, etc.) that facilitate the contractor gaining a complete understanding of State processes and data underlying the functional requirements, and which provide for PAMS Project Team feedback being built into the design of the software.

Required Deliverables:

- Summary report of SDLC activities
- Detailed requirements specification defining how all RFP functional and technical requirements will be met
- System prototypes showing screen layouts and flows
- General system design document showing overall flow and features, and identifying modifications to preexisting core software, if any
- Logical data model showing entities, relationships, attributes, and access paths
- Unified Modeling Language (UML) diagrams
- Updated functional requirements grid sheets
- Detailed system design document, including physical data model, programming specifications and screen designs, descriptions of inputs and outputs, data editing rules, data exception rules and default values

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.4 Develop Software

The contractor must create and maintain the development environment throughout the project in conjunction with OIT. Attached as **exhibit 9I** is the State of New Jersey J2EE Deployment Policy and Procedures guide that depicts the current methodologies and procedures used by OIT. .NET technology will either be incorporated into this document or a separate document will be issued (by OIT) on .NET. In the interim, since the methodologies and procedures to deploy .NET will be similar to those of J2EE, the existing J2EE document (**exhibit 9I**) can be assumed to be appropriate for either technology.

The contractor must develop all software (and modifications to pre-existing software, if any) in accordance with design deliverables approved by the State during the design sessions. The contractor must provide technical training, and involve OIT staff in development activities in accordance with the PAMS Project Team Involvement Strategy developed by the contractor and approved by the State.

This task may be performed concurrently with the Data Conversion (Section 3.2.7), Interfaces (Section 3.2.8), and Forms, Notices and Reports (Section 3.2.10). System testing will be dependent on the completion of these four tasks.

Required Deliverable:

- PAMS ready for system test

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.5 Testing

The contractor must create and maintain all testing environments throughout the project in conjunction with OIT. In addition, the contractor must provide the production sizing requirements anticipated for both the three counties and the entire state.

The contractor must plan and execute comprehensive test plans including, at a minimum, integration, system and predictive testing, network testing, performance (response time) testing, data conversion testing, and other tests as appropriate. As part of predictive testing, the contractor shall prototype/baseline the system applications and transactions from a sampling of client locations. Using performance assessment methodologies, the contractor shall baseline the performance characteristics of the applications using various client topologies to gauge real-world end-to-end response times. OIT network staff is willing to participate in this activity.

The contractor must actually perform all testing except user acceptance testing.

Required Deliverables:

- Test plans
- Summary of test results

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.6 Acceptance Testing

The contractor must develop, in conjunction with the PAMS Project Team, a recommended Acceptance Test Plan, which walks through a minimum of two full property tax year business cycles, as set forth in **Exhibit 9J**. Based upon direction from the PAMS Project Team, the contractor will finalize the recommended Acceptance Test Plan. An Acceptance Test Team composed of State, county and municipal users from different functional areas will actually conduct acceptance testing. Acceptance testing will include, but not be limited to, the following:

- Installation of software
- Data conversion
- Completeness and accuracy of system documentation
- Training methods and materials
- Testing all functional aspects of the system
- Response time and overall system performance
- System, data and application security
- Accuracy and performance of system interfaces

The State team will identify and document problems discovered during the acceptance test process; the contractor is responsible for evaluating each occurrence, documenting a planned resolution, implementing the resolution, re-presenting the item to the State for acceptance, and documenting the resolution of the matter and actual acceptance by the State. The contractor is also responsible for making related changes to other areas of the project as acceptance testing unfolds, such as updating documentation and training materials to agree with the accepted software.

Required Deliverables:

Recommended Acceptance Test Plan
Final Acceptance Test Plan
Acceptance Test Log of Problems, Analysis and Resolution
PAMS approved for implementation

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.7 Data Conversion

The contractor must create and execute a data conversion plan that facilitates the conversion of data that exists at the State, at the MOD IV data centers across the state, at private vendors, and in non-electronic format at the county and municipal levels. The contractor will be responsible for overseeing and tracking all conversion activities.

3.2.7.1 Data at the State

All data required for conversion at the State is historical. OIT maintains three files for Taxation: Sales, MOD IV, and District Summary data. The contractor must convert this data for all 21 counties to the new PAMS relational database, cleansing it via automated methods to the extent possible.

District Summary data contains one record per municipality and one record per county for each year. There are 566 municipalities and 21 counties in New Jersey. The Division of Taxation has District Summary data from 1985 to the present.

The following chart summarizes data in the Sales and MOD IV files that will need to be converted. File layouts have changed over time. The Sales file was modified in 1995. MOD IV files were changed in 1992.

All file layouts are shown in **Exhibit 9E**.

FILE	NUMBER OF RECORDS	RECORD LENGTH	TAX YEARS	AVERAGE
SALES	224,874	1,039	1989	
SALES	192,693	1,039	1990	
SALES	169,379	1,039	1991	
SALES	182,322	1,039	1992	
SALES	197,864	1,039	1993	
SALES	220,051	1,039	1994	
SALES	208,391	1,322	1995	
SALES	204,147	1,322	1996	
SALES	214,779	1,322	1997	
SALES	227,086	1,322	1998	
SALES	255,484	1,322	1999	
SALES	258,441	1,322	2000	
SALES	247,586	1,322	2001	
SALES	264,752	1,322	2002	
SALES	272,896	1,322	2003	
SALES	302,862	1,322	2004	
TOTAL SALES	3,643,607		16	227,725

MOD IV	3,860,887	550	1989	
MOD IV	4,237,233	550	1990	
MOD IV	4,333,521	550	1991	
MOD IV	5,846,582	700	1992	
MOD IV	6,272,238	700	1993	
MOD IV	6,272,574	700	1994	
MOD IV	6,331,640	700	1995	
MOD IV	4,654,972	700	1996	
MOD IV	4,873,120	700	1997	
MOD IV	4,814,866	700	1998	
MOD IV	4,906,216	700	1999	
MOD IV	6,413,228	700	2000	
MOD IV	6,672,484	700	2001	
MOD IV	6,694,584	700	2002	
MOD IV	6,748,932	700	2003	
MOD IV	6,804,152	700	2004	
TOTAL MOD IV	89,737,229		16	5,608,577

Following are examples of issues with the above data that the contractor will be required to address in formulating cleansing strategies and programs:

- Dates are currently stored in standard formats but some have not been modified to accommodate a four-digit year. However, in PAMS, conversion to a four-digit year format is mandatory.
- Property owner names are not broken down into first name, middle initial, and last name fields. The problem is further compounded by the manner in which the names have been recorded. The lack of stringent data entry standards for name and address within the current systems will complicate the conversion of property owner data from the Sales Ratio and MOD IV files. The owner name normally appears in the format of last name followed by first name (e.g. DOE, JOHN). A second owner name is often, though not always, recorded as '&' followed by the first name of spouse (e.g. & MARY).
- Similarly, on the Sales Ratio and MOD IV files, street address is a single field; it is not broken out into street number, street prefix, street name and street suffix.
- For many records in the Sales Ratio file, the grantor and grantee street addresses (as well as city and state) are identical; the value used was simply the location of the property being transferred. City and state is a single field on files from 1994 to the present, and state is usually, but not always, the two-letter abbreviation separated from city by a comma and a space with no periods (e.g. CAMDEN, NJ).
- In order to accommodate special needs, many municipalities placed data in fields designed for other purposes. Some of this data was placed in inappropriate fields, as there was no matching field in MOD IV. Where possible, this data should be mapped to suitable fields in PAMS.

3.2.7.2 Data at the MOD IV data centers, at various private vendors, and in non-electronic format at the county and municipal levels

Data at the MOD IV data centers is both current and historical. Sales and Appeal files reside at some of the data centers. CAMA and collection data resides at both the MOD IV data centers, as well as other vendors that various counties and municipalities contract with to provide related data processing services. Regardless of the source, data from all these sources will be provided to the contractor in standard file formats designed by the contractor. Each county and municipality will be responsible for extracting data from their local systems and transmitting it to PAMS in the prescribed file format. Non-electronic data that the counties and municipalities choose to convert will be the responsibility of the counties and municipalities, including matching it to the proper file formats defined by the contractor.

The contractor's data conversion plan must include related activities in the Implementation Support (described later in Section 3.2.12) segment of the PAMS project that will facilitate the identification of all data to be converted for each of the counties and municipalities, and track actual progress leading up to implementation.

The contractor must identify and monitor all instances where PAMS requires the creation of new data to operate. The appropriate source (i.e., the State, counties, or municipalities) will either provide the required data or indicate how the required field should be populated. Data needed for internal tables, lookups, and messages is the responsibility of the contractor with the State providing policy guidance as needed.

The contractor must ensure that sufficient converted data will be available to support all testing activities.

Prior to rollout, the contractor must conduct a full test of all data conversion programs with data simulating the actual conversion. This mock data conversion shall serve as a predictive test to see if the conversion plan achieves the desired results. The contractor must re-execute the mock data conversions as needed until desired results are accomplished.

Required Deliverables:

- Data Conversion Plan
- Data Conversion Schedule, and Reporting and Control Tools
- Data Conversion load and cleansing programs
- Standard Data Conversion File Layouts with instructions for users
- Identification of new Data needed
- Run Data Conversion Programs as needed
- Mock Data Conversion Plan
- Run Mock data conversion(s) with identification of outstanding issues
- Identification and conversion of all required data

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.8 Interfaces

The contractor must develop, execute and oversee an interface plan for the duration of the project. XML is currently used by the State as the file exchange standard for system interfaces. The State's ETL platform, DataStage 7, supports XML, and should be used for all batch interface work.

The following chart summarizes the anticipated interfaces required to implement PAMS.

	Source	Information Generated	Destination
1.	External CAMA system	CAMA	PAMS
2.	External collection System	Tax Billing, delinquency, and payment history	PAMS
3.	PAMS	Assessment	External CAMA system
4.	PAMS	Assessment, Owner and billing calculations	External collection System
5.	UCCARS PERMITSNJ	Construction Permits	PAMS
6.	GENTS	REAP/Homestead	PAMS
A	PAMS	Assessment and Owner	PERMITSNJ
B.	PAMS	Assessment and owner	GENTS (Homestead, REAP)
C.	PAMS	Exempt Property Information	GENTS (Homestead Rebate)
D	PAMS	Delinquencies	GENTS (Homestead, PTR)
E	PAMS	Sales Information	Sales Ratio
F	PAMS	Daily Extract	Enterprise Warehouse

Items 1-6 are the responsibility of the contractor. OIT will define the interface requirements for items A-F but the contractor is responsible for developing the interfaces.

Items 1-4 would allow counties or municipalities who opt NOT to use the CAMA or the collection components of PAMS to interface their own local CAMA and/or collection system with PAMS.

The contractor must define a standard inbound interface specification that will guide the import of data into PAMS from local CAMA and collection systems. Counties and municipalities desiring to interface their systems with PAMS will be responsible for developing programs to supply the required data from their own systems in the prescribed format. The contractor may be requested on a time-and-materials basis to assist with this work for a county and municipality if they are unable to do so. The contractor will be responsible for developing programs that cleanse and load inbound data once received from the county or municipality.

The contractor must also define standard outbound interface file specification for counties and municipalities to use to update local CAMA and collection systems. The counties and municipalities will be responsible for developing programs to update their systems with PAMS data.

Items 5,6: The contractor must develop standard inbound interface file specifications for the systems updating PAMS such as UCCARS/NJ PERMIT and GENTS.

The NJ portal provides the capability to securely transfer files. The actual data exchange for the optional interfaces should utilize this portal feature.

UCCARS and PERMITSNJ - The interface will transfer data from PAMS such as owner name, address, tax map page, and block and lot to the construction official. UCCARS and/or PERMITSNJ will transfer data such as permit number, type of permit (description code), date of permit, construction cost, final inspection date, and date of Certificate of Occupancy.

This file goes through two separate matching processes with property sale records in an effort to insure that the application is mailed to the property owner of record as of October 1st of the previous year.

GENTS (HOMESTEAD REBATE) - The Division of Taxation has defined a set of criteria for identifying tax-exempt properties for which an invalid Homestead Rebate application might be filed. These properties will be extracted from PAMS for notification of ineligibility and in the case of rent subsidized apartments, to request tenant name and SSN information from the landlord. The resulting file is compared with Homestead applications, and matching applications are denied a rebate.

In addition, all residential properties will be extracted from PAMS and combined with the previous year's mailing file (dropping identifiable duplicates) to create a current year application-mailing file.

This file goes through two separate matching processes with property sale records in an effort to insure that the application is mailed to the property owner of record as of October 1st of the previous year.

REAP/HOMESTEAD – PAMS should record and track eligibility for and participation in the Homestead Rebate and Regional Efficiency Aid Programs. Extract files from GENTS, which identify participants, will be processed by PAMS and update parcel records as appropriate. Assessors and Collectors should also be able to identify and update additional potential participants in the districts they service through queries based on property class.

DELINQUENCIES – Property owners who are delinquent in paying property tax are ineligible for participation in the Property Tax Reimbursement program (PTR) and should have any Homestead rebates applied to the tax debt due to their municipality. The PAMS system will clearly identify tax delinquents and provide the ability to produce an extract file of these property owners for processing by GENTS.

SALES RATIO - Line item and ratable, added/omitted adjustments and Abstract data will be extracted from PAMS to populate the State's Sales Ratio summary file. A second data extract of property transfer records will feed the current Sales Ratio file for the finalized SR-1A data.

ENTERPRISE WAREHOUSE – PAMS will extract daily update information to send to the existing OIT enterprise warehouse for reporting purposes. The extract should be done utilizing the State's ETL program, Data Stage.

The contractor's interface plan must also include related activities in the Implementation Support segment of the PAMS project, monitoring that interfaces chosen by municipalities are identified and put into place.

Required Deliverables:

- Interface Plan, including Schedule and Reporting and Control Tools
- Interface Design documents, including file layouts, processing, frequency, scheduling, handling of anomalies, and any other specifications. One document is required per interface.
- Interface documentation for users and support staff
- Interface programs
- Interface test plans
- Interface verification results

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.9 Documentation

The contractor must develop and implement a web-based strategy to make technical, operational, and administrative and user documentation available to the respective constituencies (as identified in Section 1.2.2 of this RFP).

The Contractor must provide for the PAMS solution:

- Technical, Operational and Administrative Documentation
- User (Business) Documentation

3.2.9.1 Technical, Operational and Administrative Documentation

The contractor shall document the technical make-up and architecture of the entire PAMS solution, such as relational database design, record or table layouts, data dictionary, performance specifications, hardware specifications, program description, etc. It must provide sufficient information to enable OIT staff to operate and maintain the system and Taxation to administer it.

Source code must include in-stream documentation in the form of narratives, comments, and explanations at the package, class, and method levels. Modifications to source code must identify programmer, date, and purpose of the change.

3.2.9.2 User (Business) Documentation shall include appropriate reference guides and manuals on the system, references to forms, notices and reports underlying use of the system, a comprehensive online help facility, and Quick Reference Guides by job function.

The Contractor shall supply the State with a soft copy of all final documentation deliverables with written permission for unlimited reproduction for internal use by the State, counties and municipalities. As the State currently provides most documentation in MS Word or Adobe PDF, the State would prefer the use of these products.

Required Deliverables:

- Documentation Strategy Plan
- Technical, Operational and Administrative Documentation
- User (Business) Documentation

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.10 Forms, Notices and Reports

The contractor must develop, execute and oversee a strategy for Forms, Notices and Reports for the duration of the project.

3.2.10.1 Forms

Forms are defined as public sector inputs to PAMS for internal processing and use. They typically represent a request for service or consideration of some type, such as an Application for Farmland Assessment (FA-1) or a Property Tax Application for Appeal. See **Exhibit 9F**. PAMS should accept forms completed and submitted online when possible, give signature requirements*, as well as provide the ability to print blank forms for manual completion and return.

The State currently designs almost all of its own Local Property Tax forms in-house but is currently in the process of converting electronic forms development tasks to utilize Adobe Form Server. New forms and forms requiring re-design to implement PAMS will be designed by the contractor in conjunction with the PAMS project team.

***Note:** Signature requirements may be satisfied through the use of a PIN (Personal Identification Number) supplied by the State, a county or municipality via notice (see below), or through some other means.

3.2.10.2 Notices

Notices are system-generated outputs that are produced for distribution (mailing) to a segment of the general public. All notices currently generated, such as Tenant Rebate Notices, Notices of Assessment and Property Tax Bills, are listed in the Functional Requirements, **Exhibit 9G**.

PAMS must be capable of producing print extract files to generate notices for mass mailings.

The print extract files will contain all of the data elements that would normally be printed on the form. The municipalities are responsible for contracting with a vendor to print notices; the State will not actually print the notices.

Functionality must support the overlay of name and address information on preprinted notice stock, and generate complete notices.

3.2.10.3 Reports

Reports represent system-generated output that is intended for in-house use. This output may be stored on a report server for online access, printed, or exported to a desktop application such as Excel. Some reports may be made available for public inspection (such as the Extended Tax Duplicate); however, they are primarily for internal use. All currently generated reports are listed in the Functional Requirements, **Exhibit 9G**.

System users must be able to access only those reports that pertain to their segment of the data and must not be allowed to access data beyond their level of security. PAMS must be capable of producing print extract files that can be transmitted to a vendor for printing. The design of the reporting module must allow the State to easily add or remove production reports.

The State requires a three-tier reporting capability:

1. Certain production reports will be run automatically on a job schedule, and the results will be accessible online until the next scheduled execution. The results will be stored on a server, and may be printed locally, viewed online with scrolling capability, or downloaded to a spreadsheet. For printing, a portion of the report output may be selected.
2. Certain production reports (possibly overlapping with the above group) will be available for execution as requested. These reports will allow user-supplied selection criteria, such as when the report is run,

what date range is covered, geographical area (statewide, region, or office), or property characteristics. The results may be printed locally, viewed online with scrolling capability, or downloaded to a spreadsheet that can be saved locally.

3. Ad hoc reporting capability whereby users can create their own, customized reports. Currently, the State uses Business Objects as its tool. The contractor's Forms, Notices and Reports strategy must include related activities in the training segment of the project whereby the contractor trains the State training team to train State, county and municipal staff in the use of the reporting tool. The contractor may be requested to supplement the State training team on a time-and-materials basis to perform this training.

Required Deliverables:

Forms, Notices and Reports Strategy
Forms Design and Development Software
Design document for production reports and system generated forms and notices
Test plan for production reports and system generated forms and notices
Test results for production reports and forms and notices
Job schedule of production reports
Set of all production reports and forms and notices

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.11 Training

The contractor must provide and execute a comprehensive training plan that facilitates the use and operation of the system by various PAMS project constituencies.

The contractor is primarily responsible for administering and maintaining the training environment for the duration of the project. OIT will work closely with the contractor in administering and maintaining the environment on an on going basis, since it will reside in the State server farm.

The State intends to provide centralized training facilities. The contractor must oversee and manage the execution of the training plan for the duration of the project.

The State plan for the project includes the following training components:

3.2.11.1 Technical, Operational, Help Desk and Administrative Training: The PAMS system will be maintained by OIT, and will reside on servers in the OIT server farm. As OIT will be maintaining the source code (defined in Section 5.11), the contractor must train OIT to maintain and enhance the PAMS software. Training must include, but not be limited to database administration, development, tools, system architecture, and operation of the system. The contractor must also train-Taxation staff to perform system security and administration.

Because the State will own the source code (defined in Section 5.11) and be responsible for the ongoing maintenance of PAMS, the contractor must ensure that the OIT team within the Application Development and Maintenance section has been thoroughly trained before the end of System Turnover. Based on the contractor's level of involvement of OIT during the development of PAMS, the training plan must reflect any additional training

deemed necessary. The contractor can assume knowledgeable programmers and analysts will be members of the OIT staff.

3.2.11.2 User Training: The State will employ a train-the-trainer approach to user training. The State will provide trainers needed to conduct user training up to a maximum of 40. The contractor is required to train State supplied trainers to conduct user training for all populations. In the event the State does not have sufficient training staff, contractor staff may be utilized on a time and materials basis.

Required Deliverables:

- Training plan
- PAMS curriculum and up-to-date course materials
- Ongoing training analysis and results report
- Training

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.12 Implementation Support

The contractor must develop and manage a plan comprised of implementation activities that will need to occur for each affected State, county and municipal office to come onto the new system. The plan must include change management activities which will “guide” how PAMS is productively integrated into each user’s present work environment.

3.2.12.1 Implementation Support for State Offices

Activities preparing affected State business units (and their personnel) within Taxation, OIT and DCA to effectively transition to the PAMS system must be performed directly by contractor staff.

3.2.12.2 Implementation Support for County and Municipal Offices

The State will assemble a team, comprised of various State, county and municipal representatives, to perform activities identified by the contractor which will prepare each county and municipal government in the 3 pilot counties to transition to the PAMS system. The State will designate an individual to manage the team, the State’s Municipal Liaison Team, on a day-to-day basis. The contractor is responsible to train, monitor and advise the team and the team manager on an ongoing basis throughout the project.

The State anticipates the following activities, at a minimum, will be required to be performed by the team in the months leading up to cutover to the new system. The contractor must define the exact content and duration of each activity.

- Function as liaison to each county and municipality; provide timely and responsive project communication and feedback.
- Monitor that data conversion activities required at the local level are identified and completed.
- Monitor that optional interfaces (CAMA and Collections) to/from local systems are examined, set-up and tested.
- Monitor that users are scheduled for, and attend training.
- Identify and escalate, if appropriate, and resolve any issues effecting implementation at the county or municipal level.
- Perform change management activities (i.e. consult each county and municipal office on productively integrating PAMS into their present work environment). The intent is for the contractor to layout a roadmap that the State’s Municipal Liaison Team can use to guide municipalities in determining how they can use PAMS most effectively to perform their current responsibilities, and have the municipalities accept the system.

- Provide on-site support during significant and critical events that will take place in the first year of system operation.

Required Deliverables:

Detailed Implementation Plan, including a Change Management Strategy

Training Plan for the State Municipal Liaison Team

Post Implementation Analysis Report

Additional deliverables recommended by the contractor may be presented to the Project Director for approval.

3.2.13 User Support & Help Desk

The contractor must also provide that all users of the PAMS system have access to a support network capable of answering questions and mitigating issues that arise as they cutover to the new system, and thereafter.

During cutover, and thereafter, the following support infrastructure will be utilized:

- **Level 1 support** - Certain users will be designated as “super-users” during the training process identified to other staff, who will be directed to seek them out for assistance to answer questions and/or resolve issues.
- **Level 2 support** – If unable to obtain assistance from a super-user (Level 1), users will be instructed to call the help desk at OIT. The contractor must train OIT, Taxation and DLGS staff. The OIT Help Desk will record user calls and route them appropriately, as follows:
 - Calls of a technical nature will be routed from the OIT help desk internally within OIT. OIT staff will research the matter, communicate with the user, resolve the issue, and record the resolution into OIT’s help desk software.
 - Calls of a business nature (regarding PAMS functionality) will be routed from the OIT help desk to Taxation or DLGS. Taxation/DLGS staff will research the matter, communicate with the user, resolve the issue, and record the resolution into OIT’s help desk software.

The contractor must train the OIT help desk to record, route and manage PAMS user calls. The OIT help desk currently uses Peregrine’s Service Desk software.

- **Level 3 support** – When a call via level 2 cannot be resolved by OIT, Taxation and/or DLGS, the item will be referred to the contractor who will make a recommendation(s) to the State Project Manager for resolution. The contractor is responsible for level 3 support until turnover of the system to the State is complete.

Required Deliverable:

Cutover Support Plan (included in Detailed Implementation Plan)

Training plan for Levels 1 and 2

Additional deliverables recommended by the contractor may be presented to the Project Director for approval

3.2.14 Formal System Acceptance Period, Warranty Period, and System Turnover

A summary of the information described below is included as **Exhibit 9K**.

3.2.14.1 Formal System Acceptance Period

The State intends to formally accept PAMS 90 days after the system has been in production use by all three counties, provided the system has been available at the local hosting site 99.5% of the time (24/7) during the final 30 days. In the event that the availability level was not attained due to problems or discrepancies for which the contractor was responsible, the State reserves the right to withhold formal acceptance until the availability level is attained over a continuous 30-day period. During the Formal System Acceptance period the contractor is responsible, at its own expense, for “break fix” of any component of the PAMS solution.

3.2.14.2 Warranty Period

The contractor shall warrant the software to be free of defects or imperfections that prevent full performance in accordance with the approved Detailed System Design Document, for a period of 90 days from the date of formal system acceptance by the State. During the 90-day warranty period, the contractor is responsible, at its own expense, for “break fix” of any component of the PAMS solution.

3.2.14.3 System Turnover

The contractor will create and carry out a plan to turnover maintenance and support of the PAMS solution to the State. The State intends to assume all aspects of implementing and maintaining the PAMS system. This includes all data conversion programs, interface programs, system software, training materials, documentation, and tools and methodologies used by the vendor to implement in the three counties.

Required Deliverables:

- Turnover Plan Document
- Documentation of Development, Test, and Production Environments
- Turnover schedule
- Operational Turnover
- Tools and methodology for updating technical and user documentation
- Technical and user documentation
- Current copy of all source code (as per Section 5.11)
- Inventory of work in progress
- Staff Skill and Training Requirements
- Turnover of all equipment and licenses to the State
- Status of any outstanding problems and recommendations for system enhancements
- Turnover analysis and results report

Additional deliverables recommended by the contractor may be presented to the Project Manager for approval.

3.2.15 Implementation in the Remainder of the State of New Jersey

Based on the contractor's Post Implementation Analysis Report, Taxation will assess the level of effort required to implement the PAMS solution into the remaining 18 counties. After the assessment, Taxation will make a determination as to whether they will complete the implementations with State staff or use contractor staff. If the State determines to use contractor's staff, the State will issue a request for the contractor to estimate.

3.3 Functional Requirements

The PAMS functional requirements are provided in **Exhibit 9G**. General information about each group of requirements is detailed below.

3.3.1 Common Functions

The Common Functions checklist describes functionality and characteristics the State requires the PAMS solution to contain.

3.3.2 Parcel Management

The Parcel Management module must support the administration of the real property tax for all types of land, residential and commercial properties. It must contain a variety of functions, including establishing parcel records, deleting parcel records, maintaining assessment and exemption information, and updating any changes that occur in property records. This component must also generate all reports required by the New Jersey Statutes and regulations promulgated by the Director of the Division of Taxation.

The system must provide an online audit trail of all changes made to parcel records including reason for change, date, time, user name, and transaction identifier. For example, transactions that change names or addresses will capture a history of before and after data for online display. The system shall also provide for the production of annual notices of assessment for all properties.

3.3.2.1 Parcel Record Ownership

These functions must provide for the maintenance of line item ownership information including, but not limited to names, addresses, deduction entitlements, notes, legal information, and various dates associated with a parcel (e.g. sale date and address change date). The system will provide the ability to store a variety of owner relationships and addresses on each account. The system must also provide the ability to capture dates associated with the transfer of ownership such as deed date, deed book and page, sale price, and the ability to record subdivisions (splits) and consolidations. Additionally, the system must be flexible to provide users with easy access to look-up information online, utilizing multiple cross-references.

3.3.2.2 Property Description

These functions must support the maintenance of various line item description information including, but not limited to, property location, land dimensions and acreage, building description, property class code, and sales information.

3.3.2.3 Assessment

These functions must use appraisal information from the CAMA area to establish assessments for real property. This area should include the ability to establish initial assessments, incorporate farmland assessments, create added, omitted-added assessments for new construction or property improvement (for full or partial year), and record property subdivisions and consolidations. Additionally, assessment fields for class 6 personal property must be provided and include depreciated book value, public utility assessment ratio and net value.

3.3.2.4 Limited Exemptions and Abatements

These functions must include the entry and processing of limited exemptions and abatements, and adjustments for corrections due to errors and appeals. A flexible system that will allow changes to values and the application of

multiple exemptions and abatements is required. An audit trail must be maintained for the tracking of limited exemption and abatement terms.

3.3.2.5 Exempt Property Data

This function must provide for the maintenance of exempt property line item information including, but not limited to, exempt property classification code, statute under which exemption is claimed, and facility name.

3.3.2.6 Tax Calculation and Billing

Tax calculation functions must include the calculation of multiple tax rates per municipality, including flat amounts, negative rates (credits) and special tax district rates. The application of these rates to net assessments and the derivation of tax amounts to be billed are also required and delineated in the Extended Tax Duplicate. The flexibility to calculate billed amounts on several different bases including, but not limited to, full year, half year, quarterly, estimated and reconciled, is required. Calculation of tax bill amounts for added and omitted assessments must also be supported. The system must include the ability to extract billing files for printing of tax bills.

3.3.2.7 County Equalization and Abstract of Ratables

The county equalization function must have the ability to extract district summary and sales ratio information to support multiple variations of the county equalization process. The County Abstract of Ratable function must have the ability to extract district summary, tax rate and budget information to support multiple variations of the county abstract process.

3.3.2.8 Farmland Information and Tracking

The Farmland Application module will track the annual farmland applications submitted for preferential tax assessment. Approximately 30,000 applications are received annually statewide. Farm owners must meet minimum requirements for crop production and income and are required to report this information by August 1 of each tax year.

Once the farmland is approved for preferential assessment, all farm acres must be classified within five levels of soil productivity. This rating, together with the land use of each acre, is used to compute the land assessment in the farmland program. The calculation of these values is performed in the CAMA land valuation program using annual soil productivity values provided annually by the Farmland Evaluation Advisory Committee (FEAC).

When a farm or portion thereof changes its use to a non-qualifying use, it may be subject to rollback taxes, which is the difference in assessment between the farmland and non-farmland assessment for up to three years prior to the change in use.

3.3.3 CAMA Application

CAMA provides the basis for the classification, description and assessment of real property, and its mass appraisal using the three standard approaches to value. Municipalities will have the option of using PAMS based CAMA or another CAMA system provided that final assessment information is transferred to PAMS via specific file transfer protocol standards. The CAMA system must be consistent with professional appraisal principles such as those promulgated by the International Association of Assessing Officers (IAAO) and the Uniform Standards of Professional Appraisal Practice (USPAP) standards. More importantly, the system must comply with New Jersey State laws and regulations regarding property assessment, while providing the flexibility to adapt to changing legislation and new standards in a timely fashion.

The solution shall support the classification of property types and the appraisal of property using Cost, Market, and Income approaches. The system must provide the ability to capture property characteristic information, cost tables, property sketches, images, permit data, and sales and transfers of ownership data.

The CAMA module shall include construction permit information and a GIS component.

3.3.3.1 Construction Permit Information

The Department of Community Affairs is responsible for all construction permits issued in the State of New Jersey. Most municipalities currently use the NJ UCCARS system, or will utilize the new PERMITSNJ system. Municipal tax assessors rely on the municipal construction officials or code enforcement office for notification of any construction activity. This activity may be in the form of new buildings, additions or renovations or demolitions to existing structures. The assessor must review all construction permits and determine which of those affect the value of the property. While most construction adds to the property value, there are a significant number of items that may improve the property without resulting in a value change by the assessor (such as the repair of an electrical circuit).

Through the state, the level of communication between the assessors and construction offices varies from paper flow to a networked environment. The goal of PAMS is to provide a vehicle for sharing information easily and efficiently between these two entities.

3.3.3.2 GIS

PAMS must be capable of integrating spatial data (e.g., data with a location component) with other business data across multiple, heterogeneous data sources; and capable of supporting abstract data types (e.g., images, text, and spatial data), spatial operators and functions, and spatial locator indexes. To spatially analyze information such as parcels or their centroids, a link must be established to the corresponding record in the tax database which contains attribute information such as parcel owner name, property location, zoning, property class, assessment information, etc. The system should provide seamless integration with GIS based on the PIN.

Each property record will be assigned a unique PIN. This identifier will be a concatenation of MOD IV DISTRICT CODE, BLOCK, LOT and QCODE. As an example, for a property located in Cape May Point, Cape May County (0503), in Block 00010 03, Lot 00002 01 with a QCODE designating it as condo unit number C0001, the PIN would equal 0503-000100003-000020001-00001. Spaces between the block and lot and their suffix will be padded with two (2) zeros. Similarly, letter designations used in the QCODE field such as *Q* for farm or *C* for condo will also be replaced by a zero.

3.3.4 Sales Information and Analysis

The new system will populate and maintain a database of all real property transfers that take place in New Jersey. The system must record all the standard real property information associated with a sale and provide the capability to extract, archive and process classifications of usability or non-usability resulting from investigations by Tax Assessors and the Division of Taxation. The process will generate transfer-tracking reports and provide detail and summary information on sale status at the parcel, municipal, county, and state levels. For each sale, the system will extract from parcel management its assessed value and produce a ratio of assessment to sales price. The flexibility to generate a variety of ratio studies is essential for the support of the State's sales ratio program.

3.3.5 Appeal Application

The appeal module must record, schedule and track all aspects of the appeal process at the county and state levels and provide the ability to extract detailed and summary information. Taxpayers must file an application by April 1 (or within 45 days of the bulk mailing date of the Assessment Notices) to appeal their assessment, denial of a property deduction, farmland eligibility or denial of a limited exemption/ abatement status. Additionally a taxpayer may file an appeal against a denial of a property tax deduction when the disallowance was received too late to permit a timely appeal filing on April 1. Based on a 10 year average, 40,000 appeals are received annually state wide. Appeals are also directly filed with the New Jersey Tax Court where the assessed valuation of the property subject to the appeal exceeds \$750,000. Judgments rendered by the New Jersey Tax Court may be appealed to the NJ Superior Court Appellate Division and to the NJ Supreme Court. For the year 2002 there were 14,794 appeals filed at the County Tax Boards and 3,512 filed with the New Jersey Tax Court. For appeals filed at the Tax Court, Appellate and Supreme Court levels, the appeal module must only provide a tracking function for the municipal tax assessor.

Added and omitted assessment appeals must be filed on or before December 1. Appeals for either added or omitted assessments are filed at the County Board of Taxation or directly with the NJ Tax Court. Tax Court judgments may be appealed further to the NJ Superior Court Appellate Division, and the NJ Supreme Court.

Once the appeal is filed, a hearing must be scheduled and the appropriate parties notified of the hearing information (date, time, and place). The outcome of the hearing must be recorded, and appropriate notices and documentation generated. In some situations, a stipulation of settlement is reached between the taxpayer and the taxing authority. The stipulation of settlement is also recorded.

3.3.6 Collection Application

Currently, municipal tax collectors use software packages developed by one of a dozen or so independent vendors, or are not computerized. There is no State standard, though all systems are required to meet the mandates of State property tax laws. PAMS will provide municipalities with the option of a standard State developed and administered collection system. The system must provide an automated process for calculating and billing taxes and related parcel based charges as rates or flat amounts for recording tax, assessment, and other charge payments, for tracking and processing payments and delinquencies, for administration of liens, for reporting, and for account maintenance. All delinquent taxes, fees, assessments, liens and costs must be entered by year with the correct interest and penalty date for each entry. This module must provide a cash receipt function. The system must be able to calculate taxes and all applicable fees, interest, penalties and costs from any date entered in order to print new statements or answer "what if" questions from taxpayers.

3.4 Technical Requirements

The State requires that PAMS be predominantly, if not entirely, a web-based, J2EE or .NET solution. The intent is that software distribution, maintenance and management by the State, for the system's end users, will be minimized or eliminated (i.e. a "thin client" model). Ideally users will access all system functions through a web-browser, without the need for other software installed and running on their PCs. If a business objective will not be met with a purely thin client model, these instances must be clearly identified along with methods to manage them on an ongoing basis, specifically; the contractor must automate the software distribution process to the extent possible using tools such as Web Start.

Access to PAMS will be through a link from the myNewJersey Portal, discussed in **Exhibit 9H**, for authentication and authorization. PAMS security must be designed to accept from the portal a user who has already been authenticated.

Some State government employees and agencies will access PAMS through the Garden State Network (GSN) connectivity pipes, while others will connect via their own Internet service provider (ISP).

The Creative Services Unit within OIT is responsible for ensuring State web sites meet Federal and State guidelines. The contractor must consult with this unit for approval of its graphic designs during the design stage.

The contractor must provide a scalable solution that is capable of functioning across a multi-server platform. The system must use TCP/IP protocols. The State currently uses Oracle as its strategic relational database management system (DBMS). The system availability must be structured for 24-hour x 7 day x 365 days. A maximum recovery outage of 4 hours per incident is acceptable. The most critical time of availability is between 7 a.m. and 11 p.m., Monday-Friday, excluding State holidays. Preventive maintenance, application upgrades, and DBMS upgrades shall not be performed during this time, and will be coordinated through OIT's change management group.

Disaster recovery capability for PAMS will be incorporated into the shared server infrastructure responsibilities of OIT. However, any information that can be provided regarding minimum software and hardware requirements for a disaster recovery site would be appreciated. Also, any information that can be provided with regard to methods and procedures that will be built into the application to facilitate disaster recovery would be appreciated.

As part of predictive testing, users connecting at a speed of 32kb or greater must have a response time of six seconds or less in 95 percent of instances after a user enters typical key field data for look up and display of information from the database that does not require heavy calculations or formatting. In addition to simple inquiry and update transactions, PAMS must support complex online transactions such as online valuation of multiple parcels.

Users connecting through GSN must have a response time of three seconds or less in 95 percent of instances after a user enters typical key field data for look up and display of information from the database that does not require heavy calculations or formatting.

PAMS must be secure and must be auditable, providing standard transaction level and financial analysis auditing. The State of New Jersey's information processing systems are subject to periodic audits by State and federal entities. All proposed solutions must meet the auditing guidelines performed in accordance with the US General Accounting Office (GAO/OP-8.1.3) assessing the reliability of computer processing data standards and the security guidelines published by the federal government National Computer Security Center.

Transaction records will be generated for all update activities, (e.g., before and after data values, date changed and user changing the value). The solution must provide audit features, including those to detect duplicate transactions and fraud.

When fully implemented, PAMS must be capable of being deployed for use by approximately 100 State level employees, 80 county tax board employees, 1100 assessors and staff, and 1100 collectors and staff. The system architecture must be capable of supporting gradual growth in the maximum number of concurrent users.

The hardware, software and software licenses that the contractor includes in the price sheets submitted with the proposal must be sized to support production for the initial three counties and the system test, integration test and training environments, although those environments can be shared. The database must be sized to accommodate the entire state since historical data for all 21 counties will be loaded during conversion. However, the contractor must specify in their proposal the hardware, software and software licensing requirements that will be required by the State to support a full production environment, including any formulas or metrics that the State can use to plan for the necessary upgrades as the remaining 18 counties are added and the full user base is attained. All end users of the application will interface to the application through desktops using Intel-based 32-bit platforms that run Windows-based operating systems.

For web-based functions, users must interface to the system through a web browser, either Netscape Communicator or Microsoft Internet Explorer. The use of widely accepted industry plug-ins such as Real Player, Adobe Acrobat Reader, or QuickTime, are acceptable, but non-standard plug-ins and extensions may not be technically compatible with the existing infrastructure.

PAMS must be capable of integrating with widely accepted, industry open-standard e-mail solutions.

Regarding data conversion, Ascential's Data Stage, Version 7.0 is currently used by the State to perform ETL (extract, transform, and load) functions needed in data conversion programs. Ascential's QualityStage is currently used to perform data cleansing and analysis. The State will provide use of the QualityStage software to the contractor. No licensing is required. The contractor must provide developer licenses for the ETL tool to contractor staff assigned to this project.

After rollout, the contractor shall be required to participate in the deployment of "smart agent" technologies **(Exhibit 9H)** to monitor the performance of the applications and transactions in a real-time production environment. This enables both the contractor and OIT personnel to verify that the installed applications are operating efficiently in accordance with predictability assessments. The deployment of the "smart agents" will enable OIT network personnel to detect any degradation in network utility that can be attributed to the initial system implementation, the increase of network traffic due to an expanding end-user base, or unacceptable server throughput and/or placement.

Bidders should note that the State's Responsibility Matrix contains multiple tasks labeled "provide server(s)" to support the various environments anticipated. Bidders are not required to propose separate servers for each environment (testing, training, etc.) provided the State's three-tier hierarchy is not compromised.

4.0 Proposal Preparation and Submission

4.1 General

The bidder must follow instructions contained in this RFP and in the "Attention PAMS Bidders" notice in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

4.2 Proposal Delivery and Identification

In order to be considered for this procurement, proposals must arrive at the Division of Purchase and Property as follows:

NJ Division of Purchase and Property
Attention: Mary Lou Goho
8th floor, 33 W. State Street
PO Box 230
Trenton, NJ 08625-0230

Telephone, telefacsimile or telegraph proposals will not be accepted. The bidder must include a letter of transmittal with the proposal signed by a duly authorized representative. Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal, including all addenda. Furthermore, signature by the bidder signifies that the request for proposal and the responsive proposal constitutes a contract immediately upon notice of acceptance of the proposal by the State of New Jersey for any or all of the items bid, and for the length of time indicated in the Request for Proposal. Failure to accept the contract within the time period indicated within the Request for Proposal, or failure to hold prices or to meet any other terms and conditions as defined in either the Request for Proposal or the proposal during the terms of the contract, shall constitute a breach and may result in suspension or debarment from further state bidding. A defaulting contractor may also be liable, at the option of the State, for the difference between the contract price and the price bid by an alternate vendor of the goods or services in addition to other remedies available.

Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the name of the project ("PAMS"), final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

Proposals must delivered to the Purchase Bureau by 4 PM on December 15, 2004.

4.3 Number of Proposal Copies

Each bidder must submit one (1) complete ORIGINAL hard-copy clearly marked as the "Official" bid proposal, as well as (12) full, complete and exact hard-copies and (1) soft-copy of the original. The copies are necessary in the evaluation of the bid. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

The proposal should be submitted in one volume, following the Proposal Table of Contents below.

	Letter of Transmittal (See Section 4.2)
	Section 1 – Forms
1.1	Ownership Disclosure Form
1.2	Affirmative Action Forms
1.3	Subcontractor Utilization Plan and Forms
1.4	Reciprocity Form
1.5	MacBride Principles Certification
1.6	Waivered Services Standard Terms and Conditions
1.7	Set-off State Tax Notice Form
1.8	Set Aside Contracts
1.9	Bidder Issues, Exceptions, Qualifications, Assumptions or Suggestions
1.10	Executive Order 134 – Forms
	Section 2 – Technical Proposal
2.1	Management Overview
2.1.1	Minimum Bidder Experience
2.2	Contract Schedule
2.3	Mobilization and Implementation
2.4	Potential Problems
2.5	Project Management
2.5.1	Change Control
2.6	Pre-existing Core Software and Third Party Software
2.7	Analysis and design of software modifications or new software
2.8	Develop software modifications or new software
2.9	Testing
2.10	Acceptance Testing
2.11	Data Conversion
2.12	Interfaces
2.13	Documentation
2.14	Forms, Notices and Reports
2.15	Training
2.16.1	Implementation Support – State Offices
2.16.2	Implementation Support for county and Municipal Offices
2.17	User Support and Help Desk
2.18.1	Formal System Acceptance Period
2.18.2	Warranty Period
2.18.3	System Turnover
2.19.1	Functional Requirements - Common Functions
2.19.2	Functional Requirements - Parcel Management
2.19.3	Functional Requirements - CAMA Application
2.19.4	Functional Requirements - Sales Information and Analysis
2.19.5	Functional Requirements - Appeal Application
2.19.6	Functional Requirements - Collection Application
2.20	General Technical Requirements
	Section 3 – Organizational Support and Experience
3.1	Location
3.2	Organizational Chart (Contract Specific)
3.3	Resumes
3.4	Backup Staff
3.5	Organizational Chart (Entire Firm)
3.6	Experience of Bidder on Contracts of Similar Size and Scope
3.7	Financial Capability of the Bidder/ Bid Bond & Performance Bond
3.8	Subcontractor(s)
	Section 4 – Cost Proposal
4.1	General Instructions on Price Sheets

4.4.1 Section 1 – Forms

The bidder shall include required procurement related forms as follows:

4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership; the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

4.4.1.2 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

4.4.1.3 Subcontractor Utilization Plan and Forms

The bidder must complete the appropriate Subcontractor Utilization Forms.

4.4.1.4 Reciprocity Form

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

4.4.1.5 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another bidder.

4.4.1.6 Waivered Services Standard Terms and Conditions

These Standard Terms and Conditions will apply to all services contracts made by the Director on behalf of the Agency. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Contractor is specifically instructed otherwise in this Agency Request for Proposal or in any amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the Agency Request and should be read in conjunction with same unless the Agency Request specifically indicates otherwise.

4.4.1.7 Set-off for State Tax Notice Form

Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and

judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

4.4.1.8 Set-Aside Contracts

Not applicable to this procurement.

4.4.1.9 Bidder Issues, Exceptions, Qualifications, Assumptions or Suggestions

A bidder raising any issue in its proposal concerning a requirement of the RFP and/or an exception, qualification, assumption or suggestion regarding any of the terms and conditions of the RFP, does so at its own risk, since these items could cause the bidder's proposal to be determined non-responsive or receive a lower technical score. A bidder who determines to include such an item should do so in this section of their proposal. Bidders should explain why each item was not raised during the written question and answer period. However, the State reserves the right to request that a bidder remove any exception or assumption in its proposal in order to render it acceptable. In any event, this right will not be exercised with respect to any bid proposal that would otherwise be deemed technically non-responsive.

4.4.1.10 Executive Order 134

Bidder must include the forms required by Executive Order 134.

4.4.2 Section 2 – Technical Proposal

In this section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0, conforming to the Proposal Table of Contents provided in Section 4.4. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the proposal should contain at least the following information:

4.4.2.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in narrative format. This narrative must convince the State that the bidder understands the objectives the contract is intended to meet, the nature of the required work and level of effort necessary to successfully complete the contract. **This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks involved.**

4.4.2.1.1 Minimum Bidder Experience

The bidder must submit and document in this section the qualifications (work it has successfully performed) to qualify in meeting both of the minimum experience requirements listed in section 3.1.1 of the RFP. For each qualification, the bidder must include at least two reference contacts, including name, title, address, phone #, e-mail address, and a short description of the role the reference (person) performed on the work the bidder cites as a qualification.

4.4.2.2 Contract Schedule

Exhibit 9C embodies the State's plan for the project in the form of a Responsibility Matrix (in Excel). The bidder must include the State's Responsibility Matrix as part of its bid proposal using the guidelines listed immediately below this paragraph, unless the bidder has no changes to the matrix, in which case the bidder must state they have no changes and are in complete agreement with the responsibilities listed in the matrix. In conjunction with developing a project plan, the bidder may propose modifications to the Responsibility Matrix based on the following guidelines:

- Copy the State's Responsibility Matrix (into Excel)
- Do not delete, modify or add columns.
- Do not delete, modify or rearrange any row. If the bidder determines a row is unnecessary, highlight the entire row in red.
- Rows may be inserted to reflect additional responsibilities **required** for the project
 - ❖ Each additional row must refine and improve the State's plan and not alter its intent or integrity.
 - ❖ Indicate in the appropriate column who has responsibility for each responsibility added
 - ❖ Leave the "code" column blank.
 - ❖ Highlight the entire row in light blue.

Based on its proposed Responsibility Matrix, the bidder must develop and submit a project plan for PAMS, including task dependencies. The project plan should include a timeline for the deliverables identified by the State in section 3.0 Scope of Work. To facilitate comparison of bid proposals, the project plan should assume a start date of **May 1, 2005**. The State currently uses Microsoft Project for project plans.

Due to the activities that occur throughout the annual tax cycle, the optimal time to convert a county to PAMS is October through mid-December (**Exhibit 9J**). Bidders who propose that counties go live in other months must describe how the tax cycle requirements will be met without disruption.

Conversion must be planned and occur so implementation occurs for all municipalities within one county on the same date. The cutover of a county to PAMS should occur so as not to interrupt normal daily operations. It is incumbent upon bidders to propose project plans that are achievable and economical, and the selected contractor will be held accountable to the project schedule and deliverables.

The three target counties may be implemented sequentially or concurrently. However, all functionality included within PAMS must be installed concurrently. The State will not entertain proposals to install several components (e.g. Common Functions, Parcel Management and Sales Analysis) first and the remaining components (e.g. CAMA, Collection, Appeals) at a later date.

The information contained in the bidder's proposed responsibility matrix and project plan should be the basis upon which explanatory information is provided in each subsequent section of its bid proposal. The bidder should provide as much information as is needed in each section to succinctly explain exactly how each facet of the project will occur including, but not limited to, the description of activities which follow.

While the State desires to complete the project expeditiously, nonetheless, it is incumbent upon each bidder to submit a project plan that is practical and achievable within the time that the bidder allocates. The hours contained in each bidder's project plan should be the basis upon which hours are included in the services price sheet.

4.4.2.3 Mobilization and Implementation Plan

It is essential that the State move forward quickly to have the contract in place. The bidder must include as part of its proposal a mobilization and implementation plan including the following elements:

- (a) A detailed work plan demonstrating how the bidder will have the contract operational within the period of 30 calendar days from the date of notification of award.
- (b) The plan should show all management, supervisory and key personnel who will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of 30 calendar days from the date of notification of award.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

4.4.2.4 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.2.5 Project Management

The bidder must describe its approach to manage, control and supervise the project to ensure satisfactory contract completion according to the required schedule.

Proposals should provide information about the bidder's project management methodology and software and how they would be applied within the State's requirements as listed in section 3.2.1. The bidder's approach to maintaining the project plan, issue identification, tracking, resolution, and day-to-day management of the project must be discussed, as well as the approach which will be used to facilitate quality control and quality assurance. The bidder should describe in detail the day-to-day working relationship envisioned between the bidder's Project Manager and the State's Project Manager.

Bidders must describe from a conceptual standpoint their approach to the development and implementation of a communication plan for the project.

Bidders must clearly articulate their approach to involving PAMS Project Team members as a way of mentoring them to learn the system during the project.

Bidders must state their requirements for office space, local telephone access, Internet service, and copy and fax machines.

4.4.2.5.1 Change Control

The Bidder must describe in detail its plan to manage change throughout the project, including how those plans will integrate with the Change Control methodology that is discussed in section 3.2.1.2.

4.4.2.6 Pre-existing Software

For the purposes of this RFP, the definition of pre-existing software is:

- Able to be installed and demonstrated at the time the proposal is submitted
- Meets a substantial portion of New Jersey's functional requirements, as evidenced by a response of code "F" or "in the Functional Requirements Grid Sheets (**Exhibit 9G**).

The bidder must state in this section of its proposal whether its solution meets this definition.

If the bidder's proposal contains pre-existing software that is already web-based to meet a substantial portion of the functional requirements for PAMS, the bidder must discuss how a "walk-thru" would be conducted with the State project team to demonstrate how the software will actually be used to meet each requirement.

If the bidder's proposal contains pre-existing software that is not presently web-based as a foundation for PAMS, the bidders must discuss in detail its plans to develop a new version that meets the technical requirements of the RFP. The bidder must also discuss how a "walk-thru" would be conducted with the State project team to demonstrate how the software will actually be used to meet each requirement.

All hours for a "walk-thru" of pre-existing software should be included on line 2A of the services cost sheet, regardless of whether a bidder's pre-existing software is already web-based or not. But bidders with web-based solutions should make no entry on line 2B of the services price sheet and include the cost of the web-based software on the software price sheet, while bidders planning to develop a web-based version of an existing product(s) should include the cost of that effort on line 2B of the services price and make no entry on the software price sheet (for that item).

Bidders should must discuss how the demonstration for the walk-thru will be given, and provide an estimate of how long the walk-thru may take, based upon the extent to which the bidder responded with a code of "F" in **Exhibit 9G**. The proposal must specify how items *conceptually* approved by the State during demonstrations would be recorded and tracked throughout the project.

Bidders with proposals that include pre-existing software must describe that software's development and programming languages, all products and version information, any unique software components, a current architectural diagram of the system, and its Meta data. The proposal must describe the history of the application, where it is currently installed and the company's plans for both the existing and "to-be-developed" versions of the software both in the short and long term.

4.4.2.7 Analysis and Design of Software Modifications or New Software

Proposals shall describe the bidder's approach to developing and finalizing design of any new software or modifications. The bidder must discuss the interaction it will have with State staff, including how it will identify and track any new requirements.

In particular, the bidder must describe its system development lifecycle methodology (SDLC), including how designs will be developed and presented to the State for approval. Bidders are also encouraged to submit proposed formats for conceptual and detailed design documents, and program specifications, with their proposal.

The bidder shall describe the application security associated with their proposed solution.

4.4.2.8 Develop Software

Proposals shall describe the bidder's approach to developing any new software and/or modifications and unit testing. The bidder shall describe its plans to involve State technical staff in the development process during the project.

4.4.2.9 Testing

Proposals shall describe the bidder's approach to testing, including integration, system and predictive testing, including methodologies and toolsets it will use. Proposals shall also describe the bidder's approach for identification and resolution of problems during the testing cycle, including problems related to third party products. Bidders must describe the role that State technical and business staff will have in this process.

4.4.2.10 Acceptance Testing

The bidder must describe how it would develop and coordinate, in conjunction with the PAMS Project Team, a recommended Acceptance Test plan, which demonstrates the functionality for a minimum of two full property tax years (as identified in **Exhibit 9J**), and how the State project team would execute the plan.

4.4.2.11 Data Conversion

Proposals shall describe the bidder's approach for converting resident data at the State, county, and municipal levels. The bidder must specifically discuss:

- How the contractor's standard file formats will be communicated to the users
- How data will be cleansed
- How new data will be identified and created
- How all data conversion activities will be monitored, particularly at the county and municipal levels
- Issues of timing in extracting active production data and startup of the new PAMS application
- How errors will be detected, corrected and how the user will be involved in this process
- Fallback strategies in the event of data conversion failures.
- Difficulties that may occur during implementation and how to overcome those difficulties

4.4.2.12 Interfaces

Proposals shall describe the bidder's approach to interfaces. The bidder must specifically discuss:

- How the interfaces will be designed
- How the standard file formats will be communicated to the users
- How interfaces will be tested
- How all interface activities will be monitored
- Fallback strategies in the event of interface failures
- Any interfaces identified by the Bidder, but not listed in Section 3.2.8

4.4.2.13 Documentation

Proposals shall describe the bidder's web-based approach for developing and distributing technical, operational, and administrative and user documentation, as well as a description of the material to be provided. Samples may be submitted.

4.4.2.14 Forms, Notices and Reports

Proposals shall describe the bidder's approach for developing, modifying and distributing forms, notices and reports.

4.4.2.15 Training

The bidder should assume that administrative, technical, operational and help desk training for State project team members will include the personnel listed below - please note that all numbers are approximate, not definitive. Please also note that the estimates below do NOT include the State Municipal Liaison Team, described in the next section and Section 3.2.12. :

OIT Development Staff	8
OIT Operational Staff	12
OIT Help Desk (Level 1)	24
Taxation/DLGS Help Desk (Level 2)	6
Taxation Administrative Staff	2

Taxation personnel	6
DCA personnel	6

User training will be conducted via a train the trainer approach for the following user personnel of the three target counties.

PAMS Overview for Municipal Government Officials	156
Assessors	52
County Tax Board	9
Collectors	64

Proposals shall describe the bidder's approach to training, including:

- Samples of training materials
- Describe how a training environment (i.e. Data base instance and servers) would be created and maintained.
- For each type of training (administrative, technical, operational, user, and help desk), provide a sample curriculum which lists the following information:
 1. Trainee profile (ex. assessor, collector, OIT development staff, Administrative staff, County Tax Board)
 2. Course title and/or description
 3. Duration of training
 4. Training methodology utilized
 5. Training facility requirements
 6. Optimum class size
 7. Timing of courses during the project life cycle

4.4.2.16 Implementation Support

4.4.2.16.1 Implementation Support – State Offices

The bidder must describe the approach they will use, and the underlying activities that will occur, to prepare affected business units within Taxation, DLGS, and OIT to successfully transition to the PAMS system. In essence: explain in detail how the bidder plans to work with each State business unit so they can transform their operations, and each employee's role, to utilize the benefits of the new PAMS system.

In addition to involving State staff in other, mainstream project activities such as design and testing, the bidder must also discuss the specific activities they will perform to advise/consult each affected State business unit (within Taxation, DCA/DLGS and OIT) to integrate PAMS productively into their present day-to-day work environment.

4.4.2.16.2 Implementation Support for County and Municipal Offices

The bidder must describe the approach they will use, and the underlying activities that will occur, to train the State Municipal Liaison Team for working with each county and municipality to transition to the PAMS system.

For each activity delineated in section 3.2.12.2 that the State anticipates its team would perform at a minimum, the bidder must discuss the conceptual approach they would have the team take in accomplishing the activity.

The bidder must also discuss how it would will monitor and advise the team throughout the project. The bidder should also discuss, based on it's approach, how large it anticipates this team will have to be.

4.4.2.17 User Support & Help Desk

The bidder should describe the approach embedded in its plan for the project (i.e. the project plan) to provide an elevated physical presence by its staff at State and county offices during and immediately following cutover. The bidder should also describe the approach it is taking to provide that State's Municipal Liaison team also have an elevated physical presence during cutover and how that presence would be determined.

The bidder must also include a list of significant and critical events that will take place in the tax list year cycles of Taxation, DLGS, county and municipal offices subsequent to cutover, and details of how it would propose providing concentrated contractor support for each event.

The bidder should describe how, during cutover and thereafter, a user support network would be set up and operated, including the OIT help desk. The bidder should describe its plans for identifying and training the super-users and the OIT help desk to field and route calls. The bidder should also discuss how OIT technical staff and Taxation and DLGS business staff would be groomed to perform the Level 2 role and how level 2 staff would communicate with the user population. The bidder should also describe the forum by which they would present recommendations to resolve level 3 items referred to them.

4.4.2.18 Formal System Acceptance Period, Warranty Period & System Turnover

4.4.2.18.1 Formal System Acceptance Period

Referring to Line 14 of the Services Price Sheet in the Cost Section of the bidders proposal, if the bidder is proposing the use of its staff during the Formal System Acceptance Test Period, the bidder must describe the activities the staff would perform and where each activity would occur.

4.4.2.18.2 Warranty Period

Referring to Line 15 of the Services Price Sheet in the Cost Section of the bidders proposal, if the bidder is proposing the use of its staff during the Warranty Period, the bidder must describe the activities the staff would perform and where each activity would occur.

4.4.2.18.3 System Turnover

Proposals shall describe the bidder's approach to the turnover of system maintenance and support to the State. The State intends to maintain the system without contractor or vendor support. Bidders shall provide a plan, schedule, and recommendations to the State for the turnover of the ongoing maintenance of the system, including tools and methodologies, procedures, technical and administrative staffing levels, and training needs. **The bidder must state that they agree to turnover the source code for the PAMS solution to the State in accordance with Section 5.11.** This is a critical milestone in the successful completion of this project and the bidders are strongly encouraged to shape their response appropriately.

4.4.2.19 Functional Requirements

Proposals shall include the completed functional requirements grid sheets.

Instructions for completing the grid sheets are as follows.

Req #	Requirement number
Requirement	Functional requirement description
F T S U D	Bidders shall complete the column with the code below which most appropriately describes how the bidder plans to meet the specification.

Comments/Field Size Bidders may add or refer to any additional information that would assist the State in evaluating the response. Where applicable, indicate field size.

Hard copies are required in the bid proposal. Soft copy versions are also required.

Code	Code Description
F	Fully met by pre-existing software
T	Fully met by third party software or reporting tools
S	Substantially met by pre-existing or third party software, some modification required
U	Currently under development
D	To be developed

4.4.2.19.1 Common Functions

Proposals shall describe the group of common functions of the solution.

4.4.2.19.2 Parcel Management

Proposals shall describe the parcel management, county equalization, and administration of the farmland assessment program functions of the solution.

4.4.2.19.3 CAMA Application

Proposals shall describe the CAMA function of the solution, including functionality for construction permit information and GIS. Proposal should also discuss contractor's methodology for allowing the CAMA module to be optional yet provide data feeds to and from PAMS where needed.

4.4.2.19.4 Sales Information and Analysis

Proposals shall describe the sales information analysis functions of the solution, and discuss recording, tracking, and comparison of sales data to assessment values.

4.4.2.19.5 Appeal Application

Proposals shall describe the appeal application function of the solution.

4.4.2.19.6 Collection Application

Proposals shall describe the collection function of the solution.

4.4.2.20 General Technical Requirements

The bidder must describe how its solution meets the stated technical requirements and the State of New Jersey Shared IT Architecture as provided in **Exhibit 9H** and the State's J2EE Deployment Policy in **Exhibit 9I**. The bidder must submit the following documentation and/or diagrams:

- The 3-tier architectural diagram of the components.
- A list of the operating systems and unique software components that will reside on each of the web servers (e.g., HTML, images) and application servers (e.g., EJBs, JSPs, etc.).
- The minimum requirements for desktops and, if applicable, for any proposed peripherals.
- All development and programming languages utilized in the proposed system solution.
- All product and version information for tools being used (e.g., testing and performance assessment tools, data warehouse tools, testing tools, application integration tools, etc.).

- Browser requirements.
- Security information (e.g., authentication, SSL, PKI, etc.)
- Protocols.

Components of the bidder's proposal that deviate from the strategic technical direction of the State as embodied in the two documents: State of New Jersey Shared IT Architecture and New Jersey Shared IT Architecture - J2EE Deployment Policy (**Exhibits 9H and 9I**) may result in the bid proposal receiving a lower technical score.

In addition, the bidder is required to provide detailed information about each proposed environment (e.g. development, training, production, etc). The bidder shall specify if the system development environment is configured differently from the production environment and provide the detail for those differences.

The bidder shall specify the methodology used for sizing the servers, whether for Web, application or database.

Proposed solutions must be scalable. The network interfaces must be configured to take advantage of load balancing capabilities. A Storage Area Network (SAN) component to provide redundant and scalable data storage services is available. If a SAN is applicable to the solution being bid, the bidder must specify the SAN space requirements necessary for the application.

If applicable, bidders are required to include a description of server clustering technology for any proposed and future platform architectures, specifying load balancing, and performance scaling for the processor and memory.

Hardware included in bid proposals will only be procured from the contractor provided the State does not have more favorable, existing contracts to provide same. Bidders are cautioned not to include PC's as part of their bid proposal.

In addition to the manufacturer's warranty, the State requires a three-year maintenance agreement on all hardware purchases. The State requires a "pass-through" of all manufacturers' warranties and maintenance contracts.

The State requires that PAMS be predominantly, if not entirely, a web-based, J2EE or .NET solution. The intent is that software distribution, maintenance and management by the State, for the system's end users, will be minimized or eliminated (i.e. a "thin client" model). Ideally users will access all system functions through a web-browser, without the need for other software installed and running on their PCs. If a business objective will not be met with a purely thin client model, these instances must be clearly identified in the proposal along with methods to manage them on an ongoing basis, specifically, the bidder must explain in detail how it proposes to automate the software distribution process to the extent possible using tools such as Web Start.

4.4.3 Section 3 – Organizational Support and Experience

The bidder must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

4.4.3.1 Location

The bidder must include the location of the bidder's office that will be responsible for managing the contract. The bidder must include the telephone number and name of the individual to contact.

4.4.3.2 Organization Chart (Contract Specific)

The bidder must include a contract organization chart. Under the contractor Project Manager, the bidder should include assigned staff, including names, project function, whether they are an employee of the prime contractor or a subcontractor firm, and the person's hourly rate from the services price sheet. The bidder should also illustrate/explain how its organization for the project, as embodied in its organizational chart, will integrate with the State's Organization and Project Team Structure (**Exhibit 9D**).

4.4.3.3 Resumes

Detailed resumes must be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes must be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to the services required by this RFP.

In the event the bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract, the bidder must include a recruitment plan for such personnel. Such recruitment plan should demonstrate that the bidder will be able to initiate and complete the contract within the time frame specified in the bidders project plan.

4.4.3.4 Backup Staff

The bidder must include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or must be replaced during the contract term.

4.4.3.5 Organization Chart (Entire Firm)

The bidder must include an organization chart showing the bidder's entire organizational structure. This chart must show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

4.4.3.6 Experience of Bidder on Contracts of Similar Size and Scope

In addition to the minimum required experience that a bidder submits in section 2.1.1 of their proposal, the bidder must also provide a comprehensive listing of other relevant contracts successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis must be placed on contracts that are similar in size and scope to the services required by this RFP. A description of all such contracts must be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder must provide the name and telephone number of at least one contact person for the other contract party. Beginning and ending dates should also be given for each contract. The bidder must clearly indicate which staff in the organizational chart proposed for the State of New Jersey PAMS project participated in these prior engagements, and the nature of each person's role on each engagement.

4.4.3.7 Financial Capability of the Bidder/Bid Bond and Performance Bond

Each bidder must submit a 15% bid bond with its proposal and include a written statement from a surety attesting that the surety will issue a performance bond to the bidder in the amount of 100% of the Total Bid Price if the bidder is awarded the PAMS contract.

4.4.3.8 Subcontractor(s)

4.4.3.8.1 – Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s'): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

4.4.3.8.2 - The bidder must provide a detailed description of services to be provided by each subcontractor, as summarized on the “Notice of Intent to Subcontract” form.

4.4.3.8.3 – The bidder must provide detailed resumes for each subcontractor’s management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work that the subcontractor is designated to perform.

4.4.3.8.4 – The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder’s proposal.

4.4.4 Section 4 – Price Proposal

Price Sheets (**Exhibit 9L**) should be completed and included in Section 4. All hardware, software and services that comprise the bidder’s final proposed solution to the State should be included on these sheets, including the requested pricing information. Each bidder must agree to hold its price(s) firm through contract award. All prices must be in US dollars. Prices must include all and any costs to be charged. The State will not pay for any travel to, from, or within New Jersey; travel costs should be built into hourly rates. All prices should be entered to the nearest whole dollar. All services should be expressed to the nearest hour. A duly authorized representative of the bidder must sign the official copy of the Price Sheets. A letter committing the bidder’s firm to the final proposal and agreeing to hold its prices firm through contract award must also be signed by a responsible officer or partner/principal of the firm and submitted with the proposal.

Bidders must verify the accuracy of all calculations in the price sheets including footings and totals. The bidder is solely responsible for the accuracy of the spreadsheets and any supporting schedules submitted as part of its bid proposal.

4.4.4.1 General Instructions on Price Sheets -

Hardware: All hardware required for the bidder’s solution to operate must be provided by the bidder and included in their price sheets. Hardware must be sized to accommodate the three counties that will be implemented initially. The database must be sized to accommodate the entire state since historical data for all 21 counties will be loaded during conversion. Each hardware component must be accompanied by 3 Years maintenance (inclusive of the manufacturer warranty plus extended maintenance plan), commencing from the date the hardware is installed and accepted by the State.

Software: All software and related licenses required for the bidder’s solution to function must be provided by the bidder and included in their price sheets, with the following exceptions:

- Business Objects is the State-preferred solution for ad-hoc reporting (business intelligence). OIT manages a Business Objects WebIntelligence application server environment for both Internet and Intranet web access, and the bidder need not include server licenses in its proposal. The bidder must include any full-client developer or administrator licenses required for the project in its prices sheets.
- Crystal Reports is the State-preferred solution for embedded (canned) operational reporting. OIT manages a Crystal Enterprise application server environment for Intranet web access, and the bidder need not include this server license in its proposal. The bidder must include any full-client developer licenses required for the project in its prices sheets.
- Ascential’s DataStage, Version 7.0 is the State-preferred ETL platform. OIT manages a DataStage development and production server environment, and the bidder need not include server licenses in its proposal. OIT will provide developer licenses to its employees supporting the ETL environment. The

bidder must include in its bid sheet any full-client developer licenses for contractor staff assigned to this project.

- Ascential's QualityStage, Version 7.0 is the State-preferred Data Cleansing, Standardization and Geo-coding platform. OIT manages a QualityStage server environment with unlimited developer seats. The bidder need not include server or developer licenses in its proposal.
- Ascential's ProfileStage, Version 7.0 is the State-preferred Data profiling and Analysis platform. OIT manages a ProfileStage server environment. The bidder must include any developer licenses required for the project in its prices sheets.

On a separate sheet of paper that accompanies the price sheets, the bidder must detail any of the above software components that the State will need to provide in order for the bidders solution to operate.

Other than the above (bulleted) exceptions, Bidders must include and price all software and related licenses required for their solution to function, including the DBMS licenses, utilities, etc. as per the terms of the RFP.

Any issues concerning transfer of ownership from the bidder to the State of any hardware or software the bidder supplies, and any licensing issues, shall be clearly identified and discussed in Section 1.9 of their proposal.

Software, related licenses, and hardware included in bid proposals will only be procured from the contractor provided the State does not have more favorable, existing contracts to provide same. Bidders are cautioned not to include PC's as part of their bid proposal in the hardware cost sheets.

Because the contractor or its designee will own their own copy of any custom-designed software product and the right to market it as described in Section 5.11, the State does not expect to bear the full cost of development.

NOTE: While the PAMS solution provided by the bidder must be capable of supporting the use of Marshall and Swift Valuation Tables, the tables themselves and related annual licensing costs DO NOT need to be incorporated into the bidder's price sheets.

The State will provide office space for contractor and State staff, local telephone access, Internet service, and copying and fax capabilities for routine, project-related materials. The Contractor must provide its own parking, personal computers and printers, and administrative support for Contractor staff.

The State of New Jersey encourages the use of domestic resources, i.e. resources in the United States, to complete project activities, and also has a strong preference that all work be performed onsite, at State facilities. A separate statement must accompany the Price Sheets in Section 4 of the bid proposal indicating the location, by city and country, where the contractor and any subcontractor(s) will actually perform services under the contract resulting from this RFP.

Services: All hours for a "walk-thru" of pre-existing software should be included on line 2A of the services cost sheet, regardless of whether a bidder's pre-existing software is already web-based or not. But bidders with web-based solutions should make no entry on line 2B of the services price sheet and include the cost of the web-based software on the software price sheet, while bidders planning to develop a web-based version of an existing product(s) should include the cost of that effort on line 2B of the services price and make no entry on the software price sheet (for that item).

5.0 Contractual Terms and Conditions

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, any addendum to this RFP, the contractor's final proposal and the Division's Notice of Acceptance.

Unless specifically noted, the NEW JERSEY DIVISION OF PURCHASE AND PROPERTY, WAIVERED SERVICES CONTRACTS, STANDARD TERMS AND CONDITIONS take precedence over any Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Waivered Terms and Conditions and any Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 Performance and Bid Bonds

Each bidder must submit a 15% bid bond with its proposal and include a written statement from a surety attesting that the surety will issue a performance bond to the bidder in the amount of 100% of the Total Bid Price if the bidder is awarded the PAMS contract.

5.3 Business Registration

See Waivered Terms & Conditions, Section (VI) A.

5.4 Contract Term and Extension Option

The anticipated "Contract Effective Date" is provided in Section 4.4.2.2, also designated as the project start date. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The term of the contract resulting from this RFP shall be determined based upon the project plan contained in the contractor's final proposal, plus an additional three (3) years, with an option for two (2) one-year extensions.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than one hundred eighty (180) days beyond the expiration date of the contract or termination date, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in affect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's Project Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Project Manager.

5.10 Substitution or Addition of Subcontractor(s)

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work that the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or substitute its own staff for a subcontractor to the State Project Manager for consideration. If the State Project Manager approves the request, the State Project Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 Ownership of Material

This section of the RFP supercedes section M of the State's Standard Terms and Conditions for Waivered Services contracts.

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to source code, as part of system turnover to the State, the contractor must provide the State with its own complete copy of the source code underlying the PAMS solution, (excluding third party software as defined in Section 2.0 and reporting tools), since it is the intent of the State to retain a non-exclusive, perpetual and unrestricted right of use. The State intends to maintain its own copy of the source code for use only by State, county and municipal governments in New Jersey. The State acknowledges that it has no right to sell or distribute the software. The successful bidder will own its own copy of the source code and be free to market and license it elsewhere; in return, the State does not expect to bear the full cost of development.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and affect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Project Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 Claims and Remedies

5.16.1 Claims

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.16.3 Remedies for Non-Performance

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.17 Late Delivery

The contractor must immediately advise the State Project Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

5.18 Retainage

During the term of the contract, the amount of retainage will be 10%. The Using Agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the Using Agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release the retainage for the preceding three- (3) month period. Following certification by the State Project Manager that all services have been satisfactorily performed, the balance of the retainage shall be released to the contractor.

5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 Suspension of Work

The State Project Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Project Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation effects the services that are the subject of this contract, the contractor shall advise the State Project Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from the State Project Manager.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Project Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. If the work to be performed occurs prior to completion of turnover of the new system to the State, such work would be performed using the hourly rates used by the contractor in completing the services price sheet. If such work occurs after turnover of the system to the State has occurred, the contractor would use the hourly rates for the applicable year (1,2 or 3) following completion of turnover. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Project Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Project Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

This Section supplements Section (VIII) A of the State's Waivered Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the activities and/or deliverables detailed in the Scope of Work section of the RFP. The State Project Manager must approve all invoices before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

Payment to Contractor - Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, are optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. Additional information can be obtained from banks or merchant service companies.

5.23.1 Payment Schedule

Payment For:	Will be made:
Hardware	Upon acceptance by the State (RFP Section 3.1.2.1)
Software: Pre-existing web-based and applicable licenses	50% upon approval of updated Functional Requirements grid sheets after the walk-through and 50% at the end of Acceptance Test
Software: Third Party and applicable licenses	Upon successful installation and acceptance by the State
Services	
Project Management	Pro-rated monthly payments for duration of the project
Walk-through of Pre-existing software (if applicable)	Upon approval of updated Functional Requirements grid sheets and completion of walk-through
Develop J2EE or .NET version of Pre-Existing	50% when PAMS ready for system test, 50% when PAMS approved for implementation
Analysis and design	Upon acceptance of the Detailed System Design document
Develop Software	50% when PAMS ready for system test, 50% when PAMS approved for implementation
Testing	Upon approval of test results
Acceptance Testing	When PAMS approved for implementation
Data Conversions	50% when PAMS approved for implementation, 50% upon completion of 90-day formal system acceptance period.
Interfaces	Upon acceptance of interface verification results
Documentation	Upon receipt and acceptance of all documentation
Forms, Notices and Reports	Upon receipt and approval of all production forms, notices and reports
Training	50% pro-rated monthly payments for duration of training, 50% upon receipt and approval of training results report
Implementation Support	Upon receipt and approval of Post Implementation Analysis Report
User Support and Help Desk	Upon receipt and approval of Post Implementation Analysis Report
Formal System Acceptance Period, Warranty Period and System Turnover	Upon receipt and approval of the Turnover Analysis Report
Other	
Hardware Change Requests	Upon acceptance of the hardware by the State (RFP Section 3.1.2.1)
Software Change Requests	50% when PAMS ready for system test, 50% when PAMS approved for implementation

5.24 Contract Activity Report

Not applicable to this procurement.

5.25 Replacement for Section (III)-(I)-1(d) of Standard Terms and Conditions for Waivered Services Contracts

THE CONTRACTOR'S LIABILITY TO THE STATE FOR ACTUAL, DIRECT DAMAGES RESULTING FROM THE CONTRACTOR'S PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THE CONTRACT, FOR ANY AND ALL CLAIMS, SHALL BE LIMITED IN THE AGGREGATE TO 500% OF THE VALUE OF THE CONTRACT, EXCEPT THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO THE FOLLOWING:

1. THE CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE OF NEW JERSEY AND ITS EMPLOYEES FROM AND AGAINST ANY CLAIM, DEMAND, LOSS, DAMAGE OR EXPENSE RELATING TO BODILY INJURY OR THE DEATH OF ANY PERSON OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, INCURRED FROM THE WORK OR MATERIALS SUPPLIED BY THE CONTRACTOR UNDER THE CONTRACT CAUSED BY NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CONTRACTOR;
2. THE CONTRACTOR'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY; AND,
3. CONTRACTOR'S LIABILITY WITH RESPECT TO COPYRIGHT INDEMNIFICATION. THE CONTRACTOR'S INDEMNIFICATION OBLIGATION IS NOT LIMITED BY BUT IS IN ADDITION TO THE INSURANCE OBLIGATIONS CONTAINED IN SECTION 2.3 OF THE STANDARD TERMS AND CONDITIONS. THE CONTRACTOR SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

6.0 Proposal Evaluation and Contract Award

6.1 Proposal Evaluation Committee

An Evaluation Committee comprised of representatives from the Division of Taxation, Purchase Bureau, Treasury, Department of Community Affairs/Local Gov't Services, NJ Assessors Association, NJ County Tax Board Association, and the Office of Information Technology will evaluate proposals. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. These categories may be used to develop more detailed criteria to be used in the evaluation process:

- 6.2.1 The bidder's general approach and plans in meeting the requirements of RFP.
- 6.2.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.
- 6.2.3 The bidder's general documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.
- 6.2.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
- 6.2.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.
- 6.2.6 Financial capability of the bidder.
- 6.2.7 The bidder's Price Proposal.

6.3 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 Bidder Data Sheets, Bidder(s)' Capabilities, Organizational Support, and Experience and Technical Proposal

Not applicable for this RFP.

8.0 Price Sheets and Supporting Detail

See “Attention PAMS Bidders” cover page, Section 4.4.4 of this RFP, and **Exhibit 9L**.

9.0 Exhibits

The Exhibits are attached as separate files.

- 9.A MOD IV User Manual**
- 9.B Camden, Hunterdon and Salem County Line Item Count**
- 9.C Responsibility Matrix**
- 9.D Organizational Chart**
- 9.E File Layouts**
- 9.F List of LPT Forms Affecting PAMS**
- 9.G Functional Requirements Grid Sheets**
- 9.H New Jersey Shared IT Architecture**
- 9.I New Jersey Shared IT Architecture - J2EE Deployment Policy**
- 9.J MOD IV Timeline**
- 9.K Formal System Acceptance Period, Warranty Maintenance Period, and
System Turnover Timeline**
- 9.L Price Sheets**

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